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RECORD, CASE No. 13,883.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1893.

TERM No., 43.

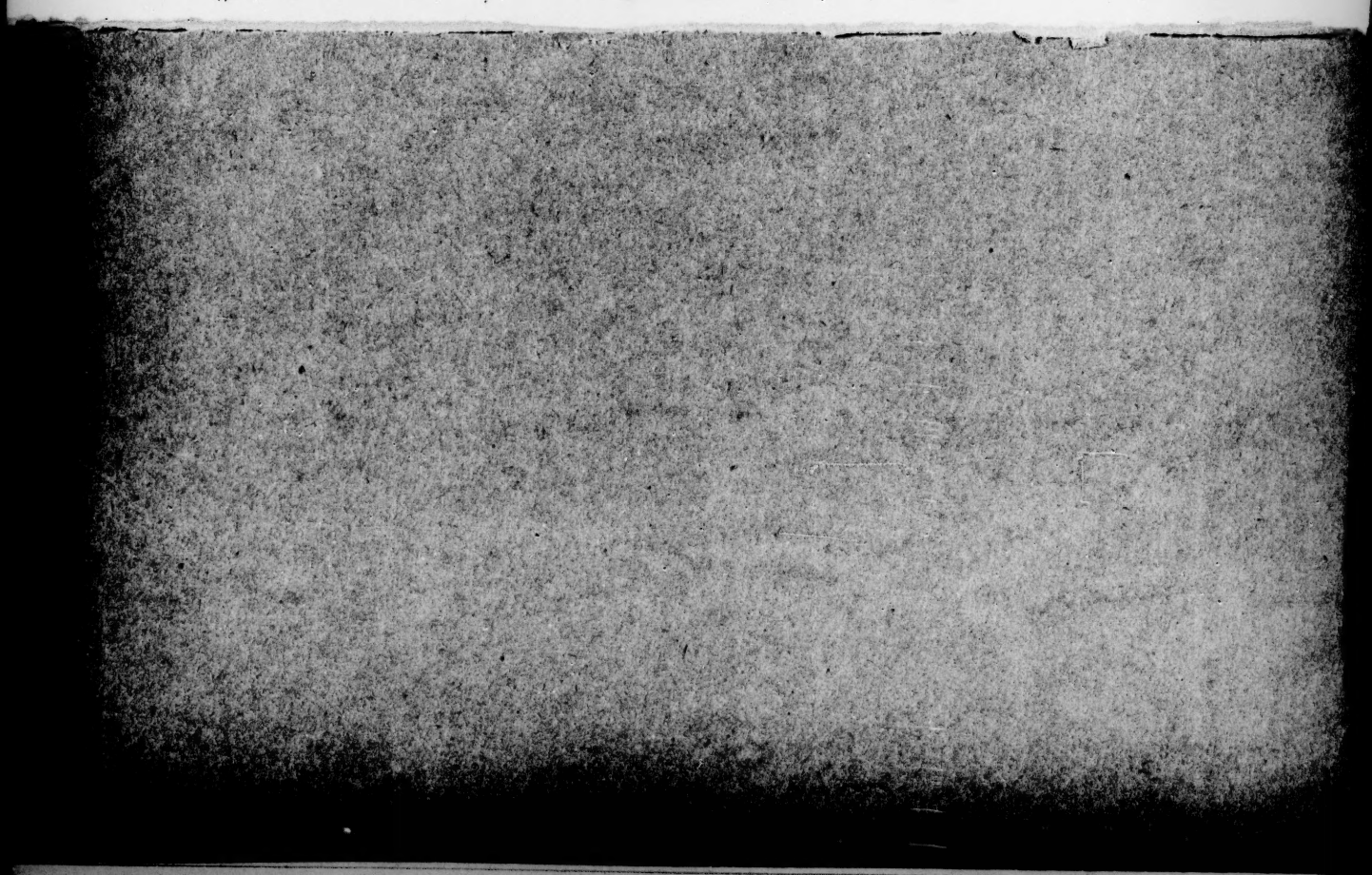
MARY J. GARNER (FORMERLY MARY J. GRAEFFE), APPELLANT,

vs.

THE SECOND NATIONAL BANK OF PROVIDENCE, RHODE ISLAND, CHRISTOPHER A. SHIPPEE, AND SAMUEL W. K. ALLEN.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF RHODE ISLAND.

FILED OCTOBER 24, 1889.



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1, 2, 3 Circuit Court of the United States for the District of Rhode Island.

ALBERT J. GRAEFFE *et ux.*
v.
THE SECOND NATIONAL BANK *et als.* } In Equity.

Bill of Complaint. Filed Dec. 2d, 1882.

To the honorable judges of the circuit court of the United States for the district of Rhode Island:

Albert J. Graeffe and Mary J. Graeffe, wife of said Albert J. Graeffe, and in the right of said wife, both of Yonkers, in the county of Westchester, in the State of New York, bring this bill of complaint against the Second National Bank, a banking association created by the laws of the United States and having its place of business in Providence, in the county of Providence, in said district of Rhode Island, and Christopher A. Shippee and Samuel W. K. Allen, both of East Greenwich, in the county of Kent, in said district, and citizens of the said State of Rhode Island.

And thereupon your orator and oratrix complain and say:

That the said Albert J. Graeffe and Mary J. Graeffe, his wife, are residents and citizens of the said State of New York.

And your orator and oratrix further show unto your honors that during the winter of 1879 and 1880, or thereabouts, the said Albert J. Graeffe was considering a scheme of forming a joint stock company for the purpose of carrying on the business of manufacturing textile fabrics of both wool and cotton, and having heard that there was a mill property in Warwick, near East Greenwich, in the county of Kent, in the district aforesaid, that could be purchased and utilized at a moderate expense, for the said purpose of manufacturing, but having no money or property of his own with which to purchase the same, he proposed to his said wife, the said
4 Mary J. Graeffe, who was possessed of considerable property in her own right, the project of purchasing said mill property, which was known as the Richard G. Howland mill property, in said Warwick, together with certain other real estate and water rights, adjacent to and appurtenant thereto, and which said property is now known as the American mills estate, and putting the said premises in repair and equipping them for manufacturing purposes as aforesaid, he, the said Albert J. Graeffe, representing to his said wife when he proposed the purchase of said property, that it could be rented to said proposed company, and that it would be a safe and remunerative investment to make of her money.

And your orator and oratrix further show unto your honors that the said Albert J. Graffe was, at the time when he proposed to his said wife, Mary J. Graffe, the project of purchasing the said mill property, the agent and trustee of the said Mary J. Graeffe, and had the care, custody, and management of her said property, that she, the said Mary J. Graeffe, confiding in the representations of

her said husband, Albert J. Graeffe, as well as in his judgment and in his good intentions, consented that he might purchase the said mill property above mentioned, and fit it up and equip the same for manufacturing purposes, but she, the said Mary J. Graeffe, expressly directed, and it was so understood by and between herself and the said Albert J. Graeffe, that the said property, when purchased, should be conveyed to herself, the said Mary J. Graeffe, so that the deeds and the records thereof should stand in her own individual name, and the fee to the same be absolutely vested in her.

And your orator and oratrix further show unto your honors that the said Albert J. Graeffe, pursuant to the consent which his wife, the said Mary J. Graeffe, had given to purchase said mill property and other real estate adjacent thereto and certain water rights appurtenant thereto, did at different times, purchase the following-described property, to wit:

Two certain parcels or tracts of land of Mary A. and Elizabeth B. Howland, both of Brattleboro', in the State of Vermont, on or about the 12th day March, A. D. 1880, and which the said Mary A. and Elizabeth B. Howland conveyed by warranty deed dated March 12, 1880, and which said parcels of land are bounded and described in said deed as follows:

Two parcels of land situate in Warwick, in the county of Kent, in the State of Rhode Island, near East Greenwich, the first is bounded and described northerly on lots 85 and 86, on a plat of an estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich line, surveyed and platted, Providence, May 9, 1847, by Atwater and Schubarth, and on file in the town clerk's office, of said town of Warwick, on which lots 85 and 86 it measured (208) two hundred and eight feet; easterly on Spring street, on which it measured (205¾) two hundred five and three-quarters feet; southerly on Division street, on which it measured (208) two hundred and eight feet, and westerly on Duane street, on which it measured (205¾) two hundred five and three-quarters feet, and marked on said plat "Pollard."

The other parcel consists of eight (8) lots on said plat, numbered 33, 34, 36, 37, 38, 35, 43, and 44, and are bounded northerly on lots 39 and 45 on said plat, (200) two hundred feet; easterly on Duane street (200) two hundred feet, and westerly on Marlborough street (200) two hundred feet; this last-described parcel is (200) two hundred feet square. This property is known as the "Richard G. Howland Mill estate," as fully appears in the probate records of said town of Warwick, meaning and hereby conveying all the estate the said Richard G. Howland died seized and possessed of, to wit, the whole mill property lying to the northward of Division street, and to the eastward of Marlborough street, as delineated on said plat, however bounded or described—

As in which said deed when produced in court will more fully appear, and to which said plaintiffs crave leave to refer.

Also a certain lot or parcel of land situate in the town of Warwick, near East Greenwich, of Dutee Arnold, of said town of War-

wick, on or about the 25th day of May, 1880, and conveyed by said Dutee Arnold, by deed of warranty, on said 25th day of May, 1880, and which said lot or parcel of land is bounded and described in said deed as follows: Beginning at the southeast corner thereof, at land of this grantee, thence westerly (208) two hundred and eight feet, bounding southerly on land of said grantee, thence northerly, bounding westerly on Duane street, as shown on plat of an estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich, surveyed and platted, Providence, May 9, 1847, by Atwater and Schubarth, to a point ($29\frac{1}{10}$) twenty-nine and
6 one-tenth feet north of the line dividing lots numbered 83 and 84 on said plat, thence easterly, bounding northerly on other land of this grantor (208) two hundred and eight feet, to a point ($29\frac{1}{10}$) twenty-nine and one-tenth feet north of the line dividing lots numbered 87 and 89 on said plat, thence southerly, bounding easterly on Spring street, as shown on said plat, to the place of beginning, and includes lots numbers (84) eighty-four, (85) eighty-five, (86) eighty six, and (87) eighty-seven, and ($29\frac{1}{10}$) twenty-nine and one-tenth feet, off of the southerly portions of lots numbers (83) eighty-three, (82) eighty-two, (88) eighty-eight, and (89) eighty-nine on said plat.

Also a certain lot or parcel of land situate in the town of Warwick, near East Greenwich, of Dutee Arnold, of the town of Warwick, in the county of Kent and State of Rhode Island, on or about the 25th day of May, A. D. 1880, and conveyed by said Dutee Arnold by deed of warranty, on said 25th day of May, 1880, and which said parcel of land is bounded and described in said deed as follows: Beginning at the northeast corner thereof, at the corner of Spring and Greene streets, as shown on plat of an estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich, surveyed and platted, Providence, May 9, 1847, by Atwater and Schubarth, thence southerly, bounding easterly by said Spring street ($70\frac{9}{10}$) seventy and nine-tenths feet, thence westerly, bounding southerly by land conveyed to this grantee by deed from this grantor, bearing even date herewith, (208) two hundred and eight feet to a point ($70\frac{9}{10}$) seventy and nine-tenths feet south of the north line of lot numbered (83) eighty-three on said plat, thence northerly, bounding westerly on Duane street, as shown on said plat, ($70\frac{9}{10}$) seventy and nine-tenths feet to Greene street, as shown on said plat, thence easterly, bounding northerly on said Greene street to the place of beginning (208) two hundred and eight feet, and including all that portion of lots numbers (83) eighty-three, (82) eighty-two, (88) eighty-eight, and (89) eighty-nine on said plat, which is not conveyed by the deed from this grantor to this grantee, bearing even date herewith, together with all the buildings and improvements thereon, with the exception of a building standing
7 on timbers and moved on and owned by William R. Kenyon, saving and reserving from this conveyance the engine, pump, grist mill, and all the shafting, machinery and fixtures in the building on said premises.

As in which said last-mentioned deeds, when produced in court

will more fully appear, and to which the plaintiffs crave leave to refer.

Also the sole and exclusive right to draw water from a certain fountain on land formerly owned by William Clapp, deceased, on or about the 3d day of April, A. D. 1880, of Mary Clapp and Marcy S. W. Clapp, both of Warwick, in the county of Kent and district aforesaid, and which was conveyed by deed of indenture, executed by said Mary and Marcy S. W. Clapp, on said 3d day of April, A. D. 1880, and which is described in said deed of indenture as follows: The sole and exclusive right and privilege forever hereafter to draw and take water from and, except as hereinafter provided, to have the exclusive control of a certain fountain about twenty-one feet long and about eleven feet wide, be the same more or less, situate in said Warwick on land formerly owned by William Clapp, deceased, known as the "fountain lot," the centre of said fountain being situated about forty-eight (48) feet from a stone wall separating northerly said Clapp land from land now or formerly owned by Thomas J. Hill, about two hundred and seventy-four (274) feet from a stone wall, separating easterly said Clapp land from land now or formerly of said Thomas J. Hill, and about four hundred and seven (407) feet from the highway on the southerly side of said Clapp land, known as Division street; also the privilege and right to enlarge the said fountain to dimensions not to exceed forty feet square; also the privilege and right to lay and bury a line of pipe from the said fountain in a southeasterly direction through the said fountain lot to said Division street, with certain reservations and conditions contained in said deed of indenture—

As in which said deed of indenture, when in court produced, will more fully appear and to which the said plaintiffs crave leave to refer.

And your orator and oratrix further show unto your honors that Abby A. Arnold, wife of said Dutee Arnold, released her right of dower in and to the aforedescribed real estate, conveyed by said Dutee Arnold as aforesaid, by her separate deed of release, dated September 29, A. D. 1880. As in which said deed of release, when produced in court, will more fully appear and to which the said plaintiffs crave leave to refer.

And your orator and oratrix further show unto your honors that said property, so purchased as aforesaid, was paid for by the said Albert J. Graeffe out of money belonging to his wife, the said Mary J. Graeffe, which he had in his hands and possession as the agent and trustee of his said wife, and which was her sole and separate property; that notwithstanding this, as well as contrary to the express directions and understanding which the said Mary J. Graeffe had given to and had with her said husband, Albert J. Graeffe, as aforesaid, he, the said Albert J. Graeffe, without the knowledge or consent of the said Mary J. Graeffe, caused the aforesaid deeds and deeds of indenture and release to be made out in his name as the grantee thereof so that said real estate, premises and appurtenances stood in his name as if the fee therein was absolutely vested in him, the said Albert J. Graeffe.

And your orator and oratrix further show unto your honors that there was a factory, together with tenements and other buildings on said real estate and premises, so purchased, as aforesaid, and that pursuant to the consent which the said Mary J. Graeffe had given, as aforesaid the said Albert J. Graeffe caused the said premises, factory and buildings to be altered, repaired and improved, and purchased and placed in said factory, a steam-engine and boilers, shafting and other equipments suitable and necessary for operating machinery for manufacturing purposes, and otherwise expended large sums of money belonging to the said Mary J. Graeffe, for *for* labor and materials in making said alterations, repairs, and improvements for the purpose of putting said premises in condition to rent for manufacturing purposes as aforesaid, and thus secure to the said Mary J. Graeffe as the said Albert J. Graeffe had represented to her, an income out of the said property.

And your orator and oratrix further show unto your honors that the said, Albert J. Graeffe paid for said real estate, premises, water rights and appurt-ances hereinbefore described, together with the buildings and improvements, including also the said steam-engine, boilers and other equipments placed in said factory, and the alterations, additions and repairs, together with the materials and labor furnished therefor, the sum of ($48,910.94) forty-eight thousand, nine hundred and ten dollars and ninety-four cents, and that every dollar of said sum of ($48,910.94) forty-eight thousand nine hundred and ten dollars and ninety-four cents was money that belonged to the said Mary J. Graeffe in her own right, and which said Albert J. Graeffe had in his hands and possession to take charge of and manage for the said Mary J. Graeffe.

And your orator and oratrix further show unto your honors that in the purchase of said real estate, premises, water rights and appurtenances, and in altering, repairing and improving the same, as well as in equipping them for the purpose aforesaid, the said Albert J. Graeffe was simply acting as the agent of the said Mary J. Graeffe and that in the several deeds of conveyance of the hereinbefore-described real estate, premises and water rights which the said Albert J. Graeffe caused to be made in his own name, contrary to the direction of the said Mary J. Graeffe, and also contrary to the understanding which the said Mary J. Graeffe had with the said Albert J. Graeffe, that he, the said Albert J. Graeffe, should have the deeds of said above-described property made out in the name of her, the said Mary J. Graeffe, so that the said property should stand in her own name, and the fee thereof be vested in herself, as her sole and separate property, he was the trustee of said Mary J. Graeffe, and was liable to convey said real estate and premises to her whenever she should request him to do so.

And your orator and oratrix further show unto your honors that the said Mary J. Graeffe supposed and verily believed when said deeds of conveyance of the aforedescribed real estate, premises and water rights were made and executed, that said property had been conveyed to her in her own name, as her sole and separate estate, in accordance with her direction and the understanding which she

had had with the said Albert J. Graeffe, as aforesaid, when she consented that he might purchase said property, that she did not become aware and know that the said property had not been conveyed to her the said Mary J. Graeffe, but that it stood in the name of the said Albert J. Graeffe, until early in the following summer of the year 1880, when she was informed by the said Albert J. Graeffe, that the property stood in his name, whereupon she requested her said husband, the said Albert J. Graeffe, to cause the said property to be conveyed to her, the said Mary J. Graeffe, without further delay, which the said Albert J. Graeffe promised to do, but nevertheless neglected at that time to do.

10 And your orator and oratrix further show unto your honors that on the 16th day of October, A. D. 1880, the said Alfred J. Graeffe, the said premises having been put in condition for manufacturing purposes, leased the said real estate, factory and premises to the American Mills Company, a corporation organized under the laws of the State of New York, the said Albert J. Graeffe being one of the stockholders and treasurer thereof, for the term of five years—

As in which said indenture of lease when produced in court will more fully appear, and to which the said plaintiffs crave leave to refer.

And your orator and oratrix further show unto your honors that the said American Mills Company entered into possession of said real estate, premises and appurtenances, and equipped the factory and premises with machinery, and commenced the business of manufacturing textile fabrics of both cotton and wool, that during the month of February, following or thereabout in the year 1881, the business not having prospered as had been anticipated, the said American Mills Company became embarrassed by debts, the payment of which could not be met, whereupon a brother of the said Mary J. Graeffe, who had heard of the insolvent condition of the said company, and that the said real estate occupied by the said American Mills Company stood in the name of the said Albert J. Graeffe, who was a stockholder and an officer in said company, informed his sister that in case of the insolvency of the said company her property standing in the name of her husband, the said Albert J. Graeffe, was liable to be taken for the debts of the said company, whereupon the said Albert J. Graeffe was again requested to convey the aforedescribed real estate, premises, water rights and appurtenances to his said wife, the said Mary J. Graeffe, who was rightfully entitled to the same as her sole and separate property.

And your orator and oratrix further show unto your honors that the said Albert J. Graeffe, in accordance with the request of his wife, the said Mary J. Graeffe, to wit: on the 1st day of March, A. D. 1881, conveyed the said real estate, water rights, building improvements and appurtenances thereto belonging by warranty deed to one William H. Garner, a brother of the said Mary J. Graeffe, who thereby became the necessary medium through

11 which to convey the legal title in said property to the said

Mary J. Graeffe, which said deed of conveyance was made in consideration of the sum of ($48,910.94) forty-eight thousand nine hundred and ten dollars and ninety-four cents, the sum which the said Albert J. Graeffe had paid for said property and expended in alterations, repairs, improvements and equipments as aforesaid, out of the money in his hands and possessions, belonging to his wife, the said Mary J. Graeffe, which said deed was duly recorded in the town clerk's office of the town of Warwick, in the county of Kent, in the district aforesaid, on the 3d day of March, A. D. 1881, in Deed Book F at page 210—

As in said deed when produced in court will more fully appear, and to which said plaintiffs crave leave to refer.

And your orator and oratrix further show unto your honors that the said William H. Garner conveyed by deed, bearing date March 1, 1881, and executed on said day, all the right, title, interest, property and possession in and to said afore-described real estate, premises, water rights and appurtenances which had been conveyed to him by the said Albert J. Graeffe, which said deed of conveyance was made in consideration of the said sum of ($48,910.94) forty-eight thousand nine hundred ten and ninety-four cents, the sum which the said Albert J. Graeffe had paid and expended for said property and in alterations, repairs, improvements and equipments as aforesaid, out of the money in his hands and possession belonging to his wife, the said Mary J. Graeffe, which said deed was recorded on the 13th day of August, A. D. 1881, in the town clerk's office in the town of Warwick, in said county and State of Rhode Island, in Deed Book F, at page 372.

As in said deed when produced in court will more fully appear, and to which the said plaintiffs crave leave to refer.

And your orator and oratrix further show unto your honors that an execution was issued out of the clerk's office of the supreme court, within and for the said county of Kent, in said State of Rhode Island, on the seventh day of November, A. D. 1881, upon a judgment recovered at the August term thereof, holden on the 4th Monday of August, A. D. 1881, at East Greenwich, in said county of Kent, at the suit of the Fourth National bank, a banking association organized under the laws of the United States and doing business and located in the city of New York, in the
12 State of New York, against said Albert J. Graeffe; that said execution was pretendedly levied by Samuel L. Tillinghast, a deputy sheriff within and for said county of Kent, on the 15th day of November, A. D. 1881, at 5 o'clock in the afternoon, on all the pretended estate, right, title, interest and property that said Albert J. Graeffe pretendedly had on the 5th day of March, A. D. 1881, at 10 o'clock and 15 minutes in the forenoon, the time of the pretended attachment on the original writ in said case, in and to the real estate, premises and appurtenances hereinbefore described in the several deeds of conveyance and indenture to said Albert J. Graeffe, and by him to said William H. Garner, and by him to said Mary J. Graeffe on said 1st day of March, A. D. 1881, as aforesaid; that said pretended estate, right, title, interest and property of said

Albert J. Graeffe in and to said described real estate, premises and appurtenances were duly advertised for sale, and on the 28th day of February, A. D. 1882, at 2 o'clock in the afternoon, on the premises, the said Samuel L. Tillinghast, deputy sheriff as aforesaid, pretendedly sold all the pretended estate, right, title, interest and property that said Albert J. Graeffe pretendedly had on said 5th day of March, A. D. 1881, in and to said real estate, premises and appurtenances described as aforesaid, by public auction to Christopher A. Shippee of East Greenwich, in said county of Kent and district aforesaid, for the sum of four hundred and ninety-nine dollars, he, the said Shippee, being the highest bidder therefor, and the said Samuel L. Tillinghast, deputy sheriff as aforesaid, thereupon on the 8th day of March, A. D. 1882, executed and delivered to said Christopher H. Shippee, a sheriff's deed and thereby pretendedly conveyed to the said Shippee all the pretended estate, right, title, interest, property, freehold and inheritance, which the said Albert J. Graeffe pretendedly had in and to the aforesaid real estate, premises and appurtenances, on the said 5th day of March, A. D. 1881, which said deed is recorded in the land records of said town of Warwick, in Book F, at pages 578, 580 and 581.

A copy of which said execution is hereunto annexed, marked Exhibit "A," and also a copy of which said sheriff's deed with the affidavit of said deputy sheriff, and a copy of the notice of sale annexed thereto, is here annexed and marked Exhibit "B," and made a part of this bill of complaint.

13 And your orator and oratrix further show unto your honors that on said 28th day of February, A. D. 1882, at 2 o'clock in the afternoon, the said Mary J. Graeffe appeared by one of her attorneys, Frank H. Jackson, Esq., at said public auction, on said before-described premises, and before the pretended sale thereof, and in the presence of said Samuel L. Tillinghast, deputy sheriff aforesaid, and the said Christopher A. Shippee, as well as in the presence of all persons who were assembled and present at said sale and protested against the said pretended sale of the pretended estate, right, title, interest and property of the said Albert J. Graeffe, in and to the real estate, premises and appurtenances described as aforesaid, as such sale would be in violation of the rights of said Mary J. Graeffe, she being the sole and lawful owner of the property sought to be sold, but notwithstanding said protest and statement, the said Samuel L. Tillinghast pretendedly sold the said pretended estate, right, title, interest, property, freehold and inheritance, which the said Albert J. Graeffe pretendedly had in and to said hereinbefore-described real estate, premises and appurtenances.

And your orator and oratrix further show unto your honors that on the 16th day of March, A. D. 1881, at 3 o'clock and 30 minutes in the afternoon, a pretended attachment was made on original writ which issued out of the court of common pleas within and for the county of Providence, in said State of Rhode Island, at the suit of the Second National bank, a banking association created by the laws of the United States and having a place

of business in the city of Providence, in said county of Providence, in said district of Rhode Island, against the said American Mills Company aforesaid, and said Albert J. Graeffe, of all the pretended estate, right, title, interest and property which the said Albert J. Graeffe pretendedly had in and to the real estate, premises and appurtenances described in the aforesaid several deeds of conveyance to said Albert J. Graeffe, and by him to said William H. Garner, and by him to said Mary J. Graeffe as aforesaid, that at the September term of said court of common pleas, A. D. 1881, an execution was issued out of said court of common pleas holden within and for said county of Providence, on said September term thereof, upon a judgment obtained in said court in said suit, which said execution was pretendedly levied on the 5th day of October,
14 A. D. 1881, at 8 o'clock and 20 minutes in the forenoon, by John H. Collingwood, the sheriff of said county of Kent, on the pretended estate, right, title, interest and property which the said Albert J. Graeffe pretendedly had in and to the before-described real estate, premises and appurtenances, on the 16th day of March, A. D. 1881, at 3 o'clock and 30 minutes in the afternoon, the time of the pretended attachment thereof upon the original writ in the said case, in which said execution was issued, that said John H. Collingwood the sheriff aforesaid, on the 7th day of January, A. D. 1882, at 10 o'clock in the forenoon, pretendedly sold by public auction on the premises, all the pretended estate, right, title, interest and property which said Albert J. Graeffe, pretendedly had in and to the real estate, premises and appurtenances aforesaid, on said 16th day of March, A. D. 1881, at 3 o'clock and 30 minutes in the afternoon, to the said The Second National bank, which was the highest bidder at said auction sale, for the sum of $525, and thereupon on the 20th day of January, A. D. 1882, the said John A. Collingwood in his said capacity as sheriff, executed and delivered to the said The Second National bank a deed which pretendedly conveyed to it all the pretended estate, right, title, interest and property, freehold and inheritance, which the said Albert J. Graeffe pretendedly had in and to said hereinbefore-described real estate, premises and appurtenances on said 16th day of March, A. D. 1881, at 3 o'clock and 30 minutes in the afternoon, which said deed was duly recorded in the town clerk's office, in the town of Warwick, in said county of Kent and State of Rhode Island, in Book Number 43, of the land records of said office at pages 1, 2, 3 and 4.

A copy of which said sheriff's deed is hereunto annexed and marked Exhibit "C," and made a part of this bill of complaint.

And your orator and oratrix further show unto your honors that the said Christopher A. Shippee, on the first day of July, A. D. 1882, pretendedly sold and conveyed by quitclaim deed, bearing date and executed on said first day of July, A. D. 1882, and in which said deed his wife, Leonora F. J. Shippee, pretendedly released her dower to Samuel W. K. Allen, of East Greenwich, in said county of Kent, in said district of Rhode Island, one undivided half part of the hereinbefore-described real estate, premises,

and appurtenances pretendedly conveyed as aforesaid, by said Samuel L. Tillinghast, deputy sheriff, by sheriff's deed bearing date and executed March 8, A. D. 1882, to said Christopher A. Shippee, and said one undivided half part of said real estate, is described in said quitclaim deed, as all the credit, title, interest, property, claim, and demand which I, the said Christopher A. Shippee, now have, or of right ought to have, or claim, to one undivided half part of the American Mill estate, which said deed is recorded in Book 43 of the land records of said town of Warwick, at pages 120 and 121, and which was recorded on the first day of September, A. D. 1882, at 5 o'clock in the afternoon.

A copy of which said deed marked Exhibit "D," is hereunto annexed and made a part of this bill of complaint.

And your orator and oratrix further show unto your honors that neither on the 5th day of March, A. D. 1881, at 10 o'clock and 15 minutes in the forenoon, when the said pretended attachment on original writ was made at the suit of the Fourth National bank, of the city of New York, against said Albert J. Graeffe, nor on the 16th day of March, A. D. 1881, at 3 o'clock and 30 minutes in the afternoon, when the pretended attachment on original writ was made at the suit of the Second National bank aforesaid, against the said American Mills Company and the said Albert J. Graeffe, nor when the execution issued upon the judgments rendered in said suits, were levied as aforesaid, nor when the said property was sold as aforesaid, did the said Albert J. Graeffe have any estate, right, title, interest, or property in said real estate, premises, and appurtenances hereinbefore described in the several deeds of conveyance herein referred to, that was liable in law to be attached.

And your orator and oratrix further show unto your honors that they have applied to the said The Second National bank, the said Christopher A. Shippee and the said Samuel W. K. Allen, and requested them and each of them to deliver up the said deeds, executed and delivered to them as aforesaid, by said John H. Collingwood, sheriff, and by said Samuel L. Tillinghast, deputy sheriff, and by said Christopher A. Shippee respectively, to be cancelled, and to cancel the same or cause the same to be cancelled, with which just and reasonable requests your orator and oratrix well hoped that the said defendants, the said The Second National Bank, the said Christopher A. Shippee and the said Samuel W. K. Allen would have complied as in justice and equity they ought to have done.

16 But now so it is, may it please your honors, that the said, The Second National bank, the said Christopher A. Shippee, and the said Samuel W. K. Allen intending to seize said real estate, premises, and appurtenances, and deprive the said Mary J. Graeffe of the possession and enjoyment of the same under these pretended deeds aforesaid, and contriving how to injure and *and* harrass your said orator and oratrix in the premises, the said defendants refuse to deliver up said deeds to be cancelled, or to cancel the same, or to cause said deeds to be delivered up to be cancelled, but instead thereof, the said defendants pretend that said pretended sale of said real estate, premises and appurtenances, pretendedly attached as

aforesaid, and the deeds so executed and delivered to them, as aforesaid, are valid.

Whereas your orator and oratrix expressly charge the contrary to be the truth, and that the said Albert J. Graeffe had no estate, right, title, interest or property in and to said real estate, premises and appurtenances at the time of said pretended attachments and levied as aforesaid, that were liable in law to be attached, and that the said pretended sales under said pretended attachments and executions, together with the pretended sale, as aforesaid, by said Christopher A. Shippee to said Samuel W. K. Allen, and the deeds of conveyance executed and delivered, as aforesaid, by said John H. Collingwood, sheriff, to said, The Second National bank, and by said Samuel L. Tillinghast, deputy sheriff, to said Christopher A. Shippee, and by said Christopher A. Shippee to said Samuel W. K. Allen are invalid, and said deeds of conveyance ought to be set aside and cancelled.

And your orator and oratrix further charge that said deeds of conveyance of said real estate, premises and appurtenances executed and delivered by said John H. Collingwood, sheriff, to said, The Second National bank, and by said Samuel L. Tillinghast, deputy sheriff, to said Christopher A. Shippee, and by said Christopher A. Shippee to said Samuel W. K. Allen, and which are entered and stand upon the real-estate records of said town of Warwick, are clouds upon the title of the said Mary J. Graeffe, in and to said real estate, premises and appurtenances so conveyed to her, as aforesaid, and which rightfully belonged to her, as aforesaid, and that said deeds remaining uncancelled upon the said real estate records, embar-ass the said Mary J. Graeffe in the quiet and peace-
17 able enjoyment of the said real estate, premises and appurtenances.

Yet the said defendants threaten and intend to eject the said Mary J. Graeffe from the possession and enjoyment of the said real estate, premises and appurtenances pretendedly sold and conveyed to them as aforesaid, and to enter upon and take possession thereof, and have at various times since said pretended sales and conveyances were made as aforesaid, made attempts to take possession thereof, so that the said plaintiffs have been compelled to employ a man, at great expense to the said Mary J. Graeffe, to remain on the said premises by night and by day to watch the same, and to prevent the said defendants from entering and taking possession of the same.

And your orator and oratrix further show unto your honors that neither the said The Second National bank nor its attorneys of record have returned into the court aforesaid, out of which it was issued, the execution under which said pretended sale was made of the pretended estate, right, title, interest and property of said Albert J. Graeffe, in and to the said real estate, premises and appurtenances hereinbefore described, together with the officer's return of his doings thereon, wherefore your orator and oratrix pray that the said The Second National bank may produce the execution issued in its suit against the said American Mill Com-

pany, and said Albert J. Graeffe, which the said John H. Collingwood, sheriff aforesaid, levied as aforesaid, on the 15th day of October, A. D. 1881, at 8 o'clock and 20 minutes in the forenoon, together with the officer's return of his doings thereon, to be deposited in the office of the clerk of this honorable court for the usual purposes and otherwise, that the said defendants may account for the same if not in their possession or power.

And forasmuch as your orator and oratrix can have no adequate relief except in a court of equity, to the end therefore that the said defendants may, if they can, show why your orator and oratrix should not have the relief hereby prayed, and may according to their best and utmost knowledge, remembrance, information and belief, full, true and perfect answer make, (the answer under oath being hereby waived,) to the premises and to all the several matters hereinbefore stated and charged, as fully and particularly as if severally and separately interrogated as to each and every of
18 said matters, and that said pretended sales and deeds of conveyance to said defendants The Second National Bank, to Christopher A. Shippee, and to said Samuel W. K. Allen, of said real estate, premises and appurtenances described in said deeds may be decreed to be null and void, and that the said defendants The Second National Bank, Christopher A. Shippee, and Samuel W. K. Allen may be compelled by decree of this honorable court to cancel or to deliver up to be cancelled the said several pretended deeds of conveyance which they hold of the said real estate, premises and appurtenances, and that said property may be further decreed to belong to said Mary J. Graeffe as her sole and separate estate.

And your orator and oratrix pray that said defendants The Second National Bank, Christopher A. Shippee and Samuel W. K. Allen, and each and every of them may be restrained and enjoined provisionally and perpetually by the order and injunction of this honorable court, from selling and conveying by deed or otherwise said real estate, premises and appurtenances hereinbefore described in the bill of complaint and in the said several deeds of complaint and from every and all attempts by suits at law or otherwise to oust the said Mary J. Graeffe from the peaceable and quiet enjoyment and possession of said real estate, premises and appurtenances, and that the said defendants may be decreed to pay the costs of this suit, and that your orator and oratrix may have such further relief as to this honorable court shall seem meet, and as shall be agreeable to equity.

May it please your honors to grant unto your orator and oratrix the writ of injunction as well provisional as perpetual, issuing out of and under the seal of this honorable court, commanding, enjoining and restraining the said defendants, The Second National Bank, the said Christopher A. Shippee and Samuel W. K. Allen, and each and every of them, as is hereinbefore in that behalf prayed.

May it please your honors to grant unto your orator and oratrix the writ of subpœna, issuing out of and under the seal of this honorable court, directed to the said defendants, the said The Second National Bank, the said Christopher A. Shippee and the said Samuel

W. K. Allen, commanding them and each of them by a certain day and under a certain penalty, to be and appear in this honor-
19 able court, then and there to answer the premises and to stand to and abide such order and decree as may be made against them.

And your orator and oratrix will ever pray.

ALBERT J. GRAEFFE.
MARY J. GRAEFFE.

BALLOU & JACKSON,
Complainants' Solicitors.

UNITED STATES OF AMERICA,
Southern District of New York, } ss:
City and County of New York,

Albert J. Graeffe and Mary J. Graeffe being each duly sworn, doth each for himself and herself depose and say that they are the complainants mentioned in the foregoing bill of complaint, that the foregoing complaint is true of their own knowledge, except as to the matters therein stated on information and belief, and as to those matters they believe it to be true.

ALBERT J. GRAEFFE.
MARY J. GRAEFFE.

Subscribed and sworn to before me this 27th day of November, 1883.

JOSEPH GUTMAN, JR.,
United States Commissioner, Southern District of New York.

20 EXHIBIT A.

To all people to whom these presents shall come, I, Samuel L. Tillinghast, of the town of East Greenwich and county of Kent and State of Rhode Island, a deputy sheriff within and for said county, send greeting:

Whereas an execution against Albert J. Graeffe of the city of New York, in the State of New York, at the suit of the Fourth National Bank of the City of New York, was by me, the said Samuel L. Tillinghast, in my said capacity as deputy sheriff, on the 15th day of November, A. D. 1881, at 5 o'clock, p. m., levied upon all the estate, right, title, interest and property which the said Albert J. Graeffe had on the 5th day of March, A. D. 1881, at 10 o'clock and fifteen minutes a. m., the time of the attachment thereof upon the original writ in the cause in which said execution was issued in and to the following-described real estate, to wit: A certain lot of land with all the buildings and improvements thereon, situated in the town of Warwick, bounded and described as follows, to wit: Northerly on lots 85 and 86, on a plat of an estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich line, surveyed and platted, Providence, May 9, 1847, by Atwater & Schubarth and on file in the town clerk's office of said town of Warwick, on which

lots 85 and 86 it measures 208 feet; easterly on Spring street on which it measures $205\frac{3}{4}$ feet; southerly on Division street on which it measures 208 feet, and westerly on Duane street on which it measures $205\frac{3}{4}$ feet and marked on plat Pollard. Also one other parcel of land consisting of eight lots on said plat, numbers 33, 34, 36, 37, 38, 35, 43, and 44, and are bounded northerly on lots 39 and 45, on said plat 200 feet; easterly on Duane street 200 feet; southerly on Division street 200 feet; westerly on Marlborough street 200 feet; this last-described parcel is two hundred (200) feet square. Also another lot of land situated in said town of Warwick, bounded and described as follows, to wit: Beginning at southeast corner thereof at land of the grantee, thence westerly 208 feet, bounded southerly on land of said grantee; thence northerly bounding westerly on Duane street to a point $29\frac{1}{10}$ feet north of the line dividing lots Nos. 83 and 84 on said plat as surveyed by Atwater & Schubarth; thence easterly bounded northerly 208
21 feet to a point $29\frac{1}{10}$ feet north of the line dividing lots Nos. 87 and 89 on said plat; thence southerly bounded easterly on Spring street to the place of beginning and includes lots Nos. 84, 85, 86 and 87, and $29\frac{1}{10}$ feet off the southerly portion of lots Nos. 83, 82, 88 and 89. Also one other lot of land situated in said town of Warwick, bounded and described as follows: Beginning at the northeast corner thereof at the corner of Spring and Greene streets; thence southerly bounding easterly by said Spring street $70\frac{9}{10}$ feet; thence westerly bounding southerly 208 feet to a point $70\frac{9}{10}$ feet south of the north line of lot No. 83, thence northerly bounding westerly on Duane street $70\frac{9}{10}$ feet to Greene street; thence easterly bounding northerly on said Greene street to the place of beginning 208 feet, or however otherwise the same may be bounded and described, meaning and intending to cover all the real estate belonging to Albert J. Graeffe in the town of Warwick.

And whereas on the 28th day of February, A. D. 1882, at 2 o'clock p. m., on the premises, all the estate, right, title, interest and property aforesaid were by me, the said Samuel L. Tillinghast, in my said capacity, sold at public auction for the satisfaction of *of* the said execution to Christopher A. Shippee of East Greenwich, who was the highest bidder therefor, for the sum of four hundred and ninety-nine dollars, which the said Christopher A. Shippee hath since well and truly paid to me, the said Samuel L. Tillinghast, deputy sheriff, as aforesaid. Now, know ye, that by force and virtue of the law in such case made and provided, I, the said Samuel L. Tillinghast, deputy sheriff, as aforesaid, in consideration of the sum of money paid unto me as aforesaid, do by these presents, bargain, sell, assign and set over unto the said Christopher A. Shippee, his heirs and assigns forever, all the estate, right, title, interest, property, freehold and inheritance which the said Albert J. Graeffe had in and to the said premises and appurtenances on the 5th day of March, A. D. 1881, at 10 o'clock and 15 minutes, a. m., the time of the attachment thereof upon the original writ in the cause in which said execution was issued. To have and to hold the said premises

and appurtenances to the said Christopher A. Shippee, his heirs and assigns forever.

22 In testimony whereof, I have hereto set my hand and seal in my said capacity, this 8th day of March, A. D. 1882.

SAMUEL L. TILLINGHAST, [L. S.]
Deputy Sheriff.

Signed, sealed and delivered in presence of—
E. STANHOPE.

STATE OF RHODE ISLAND, &c., } *sc.:*
Kent. }

In the town of East Greenwich, in said county, on this 8th day of March, A. D. 1882, the within-named Samuel L. Tillinghast personally appeared before me, and acknowledged the foregoing instrument by him signed in his capacity of deputy sheriff, to be his free and voluntary act and deed.

EDWARD STANHOPE,
Notary Public.

I, Samuel L. Tillinghast, on oath depose and say that at the time of the levy and sale referred to in the preceding deed by me signed, I was a deputy sheriff, within and for the county of Kent. The following is a copy of the notice of sale caused to be published by me:

Sheriff's Sale.

KENT, *sc.:*

By virtue of an execution in my hands, issued by the supreme court, holden at East Greenwich at its August term 1881, No. 486, will be sold at public auction, on the premises lately occupied by the American Mills Company in the town of Warwick, and adjoining the town line of East Greenwich, on Tuesday the 28th day of February 1882, at 2 o'clock p. m., all the right, title and interest that Albert J. Graeffe, had on the 5th day of March, 1881, at 10 o'clock and 15 minutes in the forenoon, the time of the attachment on the original writ, in case Fourth National Bank of the

23 City of New York, *vs.* Albert J. Graeffe, in and to the following real estate, to wit: A certain lot of land with all the buildings and improvements thereon, situated in the town of Warwick, bounded and described as follows, to wit: Northerly on lots Nos. 85 and 86, on a plat of estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich line, surveyed and platted, Providence, May 9, 1847, by Atwater & Schubarth, and on file in the town clerk's office, of said town of Warwick, on which lots 85 and 86, it measures 205¾ feet; southerly on Division street, on which it measures 208 feet, and westerly on Duane street on which it measures 205¾ feet and marked on plat Pollard. Also one other parcel of land consisting of eight lots on said plat, numbers 33, 34, 36, 37, 38, 35, 43 and 44, and are bounded northerly on lots 39 and 45 on said plat, 200 feet; easterly on Duane street, 200 feet;

southerly on Division street, 200 feet; westerly on Marlborough street, 200 feet; this last-described parcel is two hundred (200) feet square. Also another lot of land situated in said town of Warwick, bounded and described as follows, to wit: Beginning at southeast corner thereof, at land of the grantee, thence westerly 208 feet, bounded southerly on land of said grantee; thence northerly, bounding westerly on Duane street, to a point $29\frac{1}{10}$ feet north of the line dividing lots Nos. 83 and 84, on said plat, as surveyed by Atwater & Schubarth; thence easterly bounded northerly, 208 feet to a point $29\frac{1}{10}$ feet north of the line dividing lots Nos. 87 and 89 on said plat; thence southerly, bounded easterly on Spring street to the place of beginning and includes lots Nos. 84, 85, 86 and 87, and $29\frac{1}{10}$ feet off the southerly portion of lots Nos. 83, 82, 88 and 89. Also one other lot of land situated in said town of Warwick, bounded and described as follows: Beginning at the northeast thereof, at the corner of Spring and Greene streets; thence southerly, bounding easterly by said Spring street $70\frac{9}{10}$ feet; thence westerly, bounding southerly 208 feet, to a point $70\frac{9}{10}$ feet, south of the north line of lot No. 83; thence northerly, bounding westerly on Duane street $70\frac{9}{10}$ feet to Greene street; thence easterly, bounding northly on said Greene street, to the place of beginning. 208 feet, or however otherwise the same may be bounded and described, meaning and intending to cover all the real estate belonging to Albert J. Graeffe, in the town of Warwick.

24 Levied on this 15th day of November, 1881, and will be sold to satisfy said execution if sufficient.

SAMUEL L. TILLINGHAST,
Deputy Sheriff.

ja 27

Said notice was published in the Rhode Island Pendulum, a public newspaper published in the town of East Greenwich, and county of Kent, and was published in said paper on the 27th of January, and the 3rd, 10th and 17th days of February, 1882. Said sale was made at the time and place designated in said advertisement, and the premises therein described were sold to Christopher A. Shippee of the town of East Greenwich, for the sum of four hundred and ninety-nine dollars, he being the highest bidder therefor.

Subscribed and sworn to before me, in the town of East Greenwich, and county of Kent, on this 8th day of March, A. D. 1882.

EDWARD STANHOPE,
Notary Public.

Recorded, March 9, A. D. 1882, at 10.15, a. m.
Witness:

RINALDO HOYLE,
Town Clerk.

TOWN CLERK'S OFFICE,
WARWICK, R. I., *September* 15, 1882.

The foregoing is a true copy from pages 578, 579, 580 and 581 of Book F of the land records in this office.
Witness:

RINALDO HOYLE,
Town Clerk.

Fee: 19 folio- at 15 cts. $2.85.

25 EXHIBIT B.

Writ. (*Issued March* 4, 1881.)

THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, *Kent*, } *sc:*

[L. S.] To the sheriffs of our several counties or to their deputies, Greeting:

We command you to attach the goods and chattels and real estate of Albert J. Graeffe of the city of New York in the county of New York and State of New York, and them in safe custody keep; and also to attach the personal estate of the said Albert J. Graeffe in the hands or possession of Thomas A. Pierce Jr., of East Greenwich in said county of Kent, and the American Mills Company, a corporation doing business in Warwick in said county of Kent as trustees respectively of the said Graeffe, and also to attach his stock or shares in any banking association or incorporated company to the value of four thousand dollars; and to summon the said Albert J. Graeffe to answer the complaint of the Fourth National bank, a banking corporation or association, duly organized under the laws of the United States, and doing business and located in said city of New York, at the next supreme court to be holden at East Greenwich, within and for our said county of Kent, on the fourth Monday of August next ensuing the date hereof, in an action of the case for that the said defendant has not kept and performed his promises to the plaintiff made, but has broken the same, as by declaration to be filed in court will be fully set forth, to the damage of the plaintiff four thousand dollars.

Hereof fail not and make true return of this writ, with your doings thereon.

Witness, Hon. Thomas Durfee, chief justice of our supreme court, at East Greenwich, this fourth day of March in the year 1881.

THOMAS M. HOLDEN, *Clerk.*

26 I, Octavius D. Baldwin, vice-president and agent of The Fourth National Bank, the plaintiff named in the within writ, make affidavit and say that said bank has a just claim against the defendant named in said writ that is due, upon which it expects to recover in said action a sum sufficient to give jurisdiction to the court to which said writ is returnable.

That since the contracting of said debt the defendant has been the owner of property or in the receipt of an income which he has refused or neglected to apply towards the payment thereof, though requested by the plaintiff so to do.

(Signed) OCTAVIUS D. BALDWIN,
Vice-president and Agent.

Subscribed and sworn to in East Greenwich in the county of Kent this 4th day of March, A. D. 1881.

Before me—

S. L. TILLINGHAST,
Justice of the Peace.

Sheriff's Return.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, } *sc.:*
Kent, }

In Warwick, on this 4th day of March, A. D. 1881, at 6 o'clock and 22 minutes in the afternoon, I made service of the within writ by leaving an attested copy of the said writ, having endorsed thereon the date and time of day of such service, at the office of the American Mills Company, a corporation named as trustee in said writ, with George W. Corey, clerk and accountant of said American Mills Company or corporation, being a person there employed, at the place where payment of wages is usually made to said defendant, for the purpose of attaching the personal estate of the defendant in the hands and possession of said trustee, and have paid said trustee his lawful fees, being two dollars and ten cents.

The defendant having no last and usual place of abode in my precinct, I have sent by mail, postpaid, an attested copy of this writ, having endorsed thereon the date and time of day of the service thereof, to the defendant, Albert J. Graeffe, addressed to him
27 at Leonard street, city of New York, N. Y., known to and ascertained by me to be his place of address.

CHRISTOPHER A. SHIPPEE,
Deputy Sheriff.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, } *sc.:*
Kent, }

In East Greenwich, on this 4th day of March, A. D. 1881, at 6 o'clock and 50 minutes in the afternoon, I made service of the within writ by leaving an attested copy of the said writ, having endorsed thereon the date and time of day of such service, with Thomas A. Pearce, Jr., of East Greenwich, in said county of Kent, the trustee named in said writ, for the purpose of attaching the personal estate of the defendant, in the hands and possession of said trustee, and have paid said trustee his lawful fees, being two dollars and ten cents.

The defendant having no last and usual place of abode in my precinct, I have sent by mail, postpaid, an attested copy of this writ, having endorsed thereon the date and time of day of the service thereof, to the defendant, addressed to him at Leonard street, New York city, known to and ascertained by me to be his place of address.

C. A. SHIPPEE,
Deputy Sheriff.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, } *sc.*:
Kent, }

In the town of Warwick, on this fifth day of March, A. D. eighteen hundred and eighty-one, at ten o'clock and fifteen minutes a. m., I have made further service of the within writ by attaching all the right, title and interest of the within-named defendant, in and to a certain lot of land and the buildings and improvements thereon, situated in the said town of Warwick, and bounded and described as follows, to wit: Northerly on lots numbers 85 and 86, on a plat of an estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich line, surveyed and platted Providence, May 9th, 1847, by Atwater and Schubarth, and on file in the town clerk's office of said town of Warwick, on which lots 85 and
28 86 it measures (208) two hundred and eight feet; easterly on Spring street, on which it measures (205¾) two hundred and five and three-quarters feet; southerly on Division street, on which it measures (208) two hundred and eight feet, and westerly on Duane street, on which it measures (205¾) two hundred and five and three-quarters feet, and marked on said plat, Pollard.

Also in and to one other parcel of land consisting of eight lots on said plat, numbered 33, 34, 36, 37, 38, 35, 43 and 44, and is bounded northerly on lots 39 and 45 on said plat, 200 feet easterly on Duane street, 200 feet southerly on Division street, 200 feet westerly on Marlborough street. This last-described parcel is two hundred feet square. Also in and two another lot of land situated in said town of Warwick, bounded and described as follows, to wit: beginning at the southeast corner thereof, thence westerly 208 feet, thence northerly, bounding westerly on Duane street to a point 29.1 feet north of the line dividing lots numbers 83 and 84 on said plat, as surveyed by Atwater and Schubarth, thence easterly, bounding northerly 208 feet to a point 29.1 feet north of the line dividing lots numbers 87 and 89 on said plat, thence southerly, bounding easterly on Spring street to place of beginning, and includes lots numbers 84, 85, 86 and 87 on said plat, and 29.1 feet off the southerly portion of lots numbers 83, 82, 88 and 89 on said plat, thence northerly, bounding westerly on Duane street 70.9 feet to Greene street, thence easterly, bounding northerly on said Greene street to the place of beginning, 208 feet. And I have left an attested copy of this writ with my doings indorsed thereon, together with the date and time of day of such service, with the town clerk of the town of Warwick, and have paid him his lawful fees of ten cents.

The defendant, Albert J. Graeffe, not having any place of abode within my precinct or within this State, I have sent an attested copy of said writ, with a general reference thereon to the real estate attached thereby, together with a statement of the date and time of day of such attachment, postpaid by mail, to said defendant, at Leonard street, New York city, N. Y., known or understood by me

to be his address, and have also left a like copy with the person John C. Schrader, in possession of such real estate as required.

(Signed) CHRISTOPHER A. SHIPPEE,
Deputy Sheriff.

Fees, $19.74.

Rec'd — garnishee, $4.20.

C. A. S.

29 (*Declaration. Filed August* 9, 1881.)

KENT, *ss.:*

Supreme Court, August Term, A. D. 1881.

The Fourth National Bank of the City of New York, a banking corporation or association, duly organized under the laws of the United States, and located and doing business in the city of New York, in the State of New York, complains of Albert J. Graeffe of said city of New York, whose property has been attached by the sheriff in an action of the case in assumpsit; for that the American Mills Company, a corporation located and doing business in said city of New York, on to wit: the 28th day of October, 1880, at to wit: East Greenwich, in said county, made their certain bill of exchange in writing of that date, directed to the said Albert J. Graeffe at 62 White street, New York, and thereby requested the said Albert J. Graeffe to pay to the order of themselves, the sum of twenty-five hundred dollars, four months after the said date, for value received, and then and there endorsed the same and delivered the same to the plaintiff corporation, which said bill of exchange, the said Albert J. Graeffe thereafterwards, on to wit: the first day of November, 1880, at to wit: said city of New York, upon — thereof, accepted payable at the Fourth National bank, New York city; by means whereof the said Albert J. Graeffe then and there became liable, and in consideration thereof promised the plaintiff corporation to pay it the sum of money, specified in said bill of exchange, according to the tenor and effect of said bill of exchange, and of his acceptance thereof, as aforesaid; yet though the said four months have long since elapsed, and though often requested hath not paid the same or any part thereof, to the damage of the plaintiff corporation four thousand dollars.

And also for that the said American Mills Company, on to wit: the 28th day of October, A. D. 1880, at to wit: said New York, to wit: said East Greenwich, made its certain other bill of exchange, in writing of that date, directed to said defendant Albert J. Graeffe, as A. J. Graeffe, No. 62 White street, New York, and therein and thereby requested the said defendant to pay to the order of

30 said American Mills Company, the sum of twenty-five hundred dollars, four months after the said date, value received. And thereafterwards, to wit: on the same day said American Mills Company endorsed and delivered the said bill, then and still unpaid to the plaintiff, which said bill of exchange said defendant thereafterwards, to wit: on the 1st day of November, A. D. 1880,

accepted, and made the same payable, and promised to pay the same at said Fourth National bank, New York city. Yet though said four months have long since elapsed, and though often requested, said defendant has not paid said sum of twenty-five hundred dollars or any part thereof.

And also, for that the defendant at said New York, to wit: said East Greenwich, on the day of the date of the plaintiff's writ, being justly indebted to the plaintiff in one other sum of four thousand dollars, for so much money before that time had and received to the use of the plaintiff; and also for so much money before that time paid, laid out and expended by the plaintiff, to and for the defendant, and at his instance and request; and also for so much money before that time lent and advanced to the defendant at his request, by the plaintiff; and also for so much money for interest for forbearance by the plaintiff, at the defendant's request of moneys due and owing from defendant to the plaintiff; then and there, in consideration thereof, promised the plaintiff to pay it said sum of money last mentioned on request.

Yet, though requested, the defendant hath not paid said sum or any part thereof, but ever refused and does refuse to pay the same.

To the plaintiff's damage four thousand dollars, as laid in its writ, dated the fourth day of March, A. D. 1881.

Wherefore it sues by its attorneys—

JOHN F. LONSDALE.
THOMAS C. GREENE.

And the defendant comes, &c., when, &c., and says he never promised in manner and form as the plaintiffs above thereof have alleged against him, and of this puts himself on the country.

By his attorney, EDWIN METCALF.

Third day, August term, 1881.

Defendant submits to judgment for plaintiff for $2,617.21 and costs $28.24. Execution to issue forthwith.

31 KENT, *sc.*:

Supreme Court, August Term, 1881.

FOURTH NATIONAL BANK } No. 486.
vs.
ALBERT J. GRAEFFE. }

Thomas A. Pierce, Jr., on whom a copy of the original writ in said cause was served for the purpose of attaching the personal estate of the defendant in the hands or possession of this affiant as trustee of the defendant, on oath says, that at the time of said service he was not indebted to said defendant and did not have in his hands or possession any personal estate of said defendant.

(Signed) THOMAS A. PIERCE, JR.

Subscribed and sworn to at East Greenwich, on the 25th day of August, 1881.

Before me—

EDWIN METCALF,
Notary Public.

Edward L. Graeffe, secretary of the American Mills Company, and the only officer or stockholder of said corporation now residing in Rhode Island, on oath, says, that at the time of the service of a copy of the original writ in said action upon said American Mills Company, for the purpose of attaching the personal estate of said defendant, in the hands or possession of said company as his trustee, said company had in its hands or possession no personal estate of the defendant, and was not indebted to him.

(Signed) EDWARD L. GRAEFFE.

Subscribed and sworn to before me, at East Greenwich, the 25th day of August, 1881.

EDWIN METCALF,
Notary Public.

32 *Execution. Issued November* 7, 1881.

THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, } *ss.:*
Kent. }

[L. S.] To the sheriffs of our several counties, or to their deputies, Greeting:

Whereas, The Fourth National Bank of the City of New York, a banking corporation or association duly organized under the laws of the United States, and located and doing business in the city of New York in the State of New York by the consideration of our supreme court, holden at East Greenwich, within and for our county of Kent, on the fourth Monday of August last past, recovered judgment against Albert J. Graeffe of said city and State of New York, for the sum of $2,617.21 debt or damages, and $28.24, costs of suit, as to us appears of record; whereof execution remains to be done.

(Judgment was rendered on the seventh day of November, A. D. 1881, in an action of the case upon promissory note.)

We command you, therefore, that of the goods and chattels and real estate of the defendant Albert J. Graeffe, within your precinct, you cause to be levied and paid unto the said plaintiff The Fourth National Bank of the City of New York, the aforesaid sum, being two thousand six hundred and forty-five dollars and forty-five cents in the whole, with twenty-five cents for this writ; and thereof also to satisfy yourself for your own fees.

Hereof fail not, and make true return of this writ, and of your doings thereon to our next supreme court, to be holden at East Greenwich within and for our county of Kent, on the second Monday of March next.

Witness, Hon. Thomas Durfee, chief justice of our supreme court, at East Greenwich, this seventh day of November, in the year one thousand eight hundred and eighty-one.

THOMAS M. HOLDEN, *Clerk.*

33 THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, *sc.:* *Kent.*

In the town of Warwick on this 15 day of November, 1881, at 5 o'clock in the afternoon, I made service of this execution, by levying the same on all the right, title and interest that the within-named Albert J. Graeffe had on the 5th day of March, A. D. 1881, at 10 o'clock and fifteen minutes a. m., the time of the attachment thereof upon the original writ in the cause in which said execution was issued in and to the following-described real estate, to wit: A certain lot of land with all the buildings and improvements thereon, situated in the town of Warwick, bounded and described as follows, to wit: northerly on lots 85 and 86, on a plat of an estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich line, surveyed and platted, Providence, May 9, 1847, by Atwater & Schubarth and on file in the town clerk's office of said town of Warwick, on which lots 85 and 86 it measures 208 feet; easterly on Spring street on which it measures 205¾ feet; southerly on Division street on which it measures 208 feet, and westerly on Duane street on which it measures 205¾ feet and marked on plat Pollard. Also one other parcel of land consisting of eight lots on said plat, numbers 33, 34, 36, 37, 38, 35, 43, and 44, and are bounded northerly on lots 39 and 45, on said plat 200 feet; easterly on Duane street 200 feet; southerly on Division street 200 feet; westerly on Marlborough street 200 feet: this last-described parcel is two hundred (200) feet square. Also another lot of land situated in said town of Warwick, bounded and described as follows, to wit: Beginning at southeast corner thereof at land of the grantor, thence westerly 208 feet, bounded southerly on land of said grantee; thence northerly bounding westerly on Duane street to a point $29\frac{1}{10}$ feet north of the line dividing lots Nos. 83 and 84 on said plat as surveyed by Atwater & Schubarth; thence easterly bounded northerly 208 feet to a point $29\frac{1}{10}$ feet north of the line dividing lots Nos. 87 and 89 on said plat; thence southerly bounded easterly on Spring street to the place of beginning and includes lots Nos. 84, 85, 86 and 87, and $29\frac{1}{10}$ feet off the southerly portion of lots Nos. 83, 82, 88 and 89. Also one other lot of land situated in said town of Warwick, bounded and described as follows: Beginning at the north-
34 east corner thereof at the corner of Spring and Greene streets; thence southerly bounding easterly by said Spring street $70\frac{9}{10}$ feet; thence westerly bounding southerly 208 feet to a point $70\frac{9}{10}$ feet south of the north line of lot No. 83, thence northerly bounding westerly on Duane street $70\frac{9}{10}$ feet to Greene street; thence easterly bounding northerly on said Greene street to the place of beginning 208 feet, or however otherwise the same may be bounded and de-

scribed, meaning and intending to cover all the real estate belonging to Albert J. Graeffe in the town of Warwick.

Levied on this 15th day of November, 1881, at 5 o'clock, p. m., and will be sold to satisfy said execution if sufficient.

SAMUEL L. TILLINGHAST,
Deputy Sheriff.

Fees $30.45.

KENT, *sc.*:

NOVEMBER 26, 1881.

I have advertised the within-described real estate by posting notices in three public places, in said town of Warwick, viz: one on the premises of said estate, one at the town clerk's office of said town of Warwick, and one at the post office in Centreville, all in said Warwick.

S. L. TILLINGHAST,
Deputy Sheriff.

KENT, *sc.*:

WARWICK, *February* 28, 1882.

I have caused an advertisement of the within-described real estate to be printed in the Pendulum, a newspaper printed in said county, for the space of more than three weeks prior to the above date, of which a notice is hereunto annexed.

I have this day sold the within-described real estate at public auction, as by me previously advertised, to Christopher A. Shippee for the sum of $499, he being the highest bidder for the same, and hereby return this execution unsatisfied for the amount which may be due thereon.

SAMUEL L. TILLINGHAST,
Deputy Sheriff.

35 *Sheriff's Sale.*

KENT, *sc.*:

By virtue of an execution in my hands, issued by the supreme court, holden at East Greenwich at its August term 1881, No. 486, will be sold at public auction, on the premises lately occupied by the American Mills Company in the town of Warwick, and adjoining the town line of East Greenwich, on Tuesday the 28th day of February 1882, at 2 o'clock p. m., all the right, title and interest that Albert J. Graeffe, had on the 5th day of March, 1881, at 10 o'clock and 15 minutes in the forenoon, the time of the attachment on the original writ, in case Fourth National Bank, of the City of New York, *vs.* Albert J. Graeffe, in and to the following real estate, to wit: A certain lot of land with all the buildings and improvements thereon, situated in the town of Warwick, bounded and described as follows, to wit: Northerly on lots, Nos. 85 and 86, on a plat of estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich line, surveyed and platted, Providence, May 9, 1847, by Atwater & Schubarth, and on file in the town

clerk's office, of said town of Warwick, on which lots 85 and 86, it measures 208 feet; easterly on Spring street, on which it measures 205¾ feet; southerly on Division street, on which it measures 208 feet, and westerly on Duane street on which it measures 205¾ feet and marked on plat Pollard. Also one other parcel of land consisting of eight lots on said plat, numbers 33, 34, 36, 37, 38, 35, 43, and 44, and are bounded northerly on lots 39 and 45 on said plat, 200 feet; easterly on Duane street, 200 feet; southerly on Division street, 200 feet; westerly on Marlborough street, 200 feet; this last-described parcel is two hundred (200) feet square. Also another lot of land situated in said town of Warwick, bounded and described as follows, to wit: Beginning at southeast corner thereof, at land of the grantee, thence westerly 208 feet, bounded southerly on land of said grantee; thence northerly bounding westerly on Duane street, to a point 29.1 feet north of the line dividing lots Nos. 83 and 84, on said plat, as surveyed by Atwater & Schubarth; thence easterly bounded northerly, 208 feet to a point 29.1 feet north of the line dividing lots, Nos. 87 and 89 on said plat; thence southerly, 36 bounded easterly on Spring street to the place of beginning and includes lots Nos. 84, 85, 86 and 87, and 29.1 feet off the southerly portion of lots Nos. 83, 82, 88 and 89. Also one other lot of land situated in said town of Warwick, bounded and described as follows: Beginning at the northeast thereof, at the corner of Spring and Greene streets; thence southerly, bounding easterly by said Spring street 70.9 feet; thence westerly, bounding southerly 208 feet, to a point 70.9 feet, south of the north line of lot No. 83; thence northerly, bounding westerly on Duane street 70.9 feet to Greene street; thence easterly, bounding north-ly on said Greene street, to the place of beginning, 208 feet, or however otherwise the same may be bounded and described, meaning and intending to cover all the real estate belonging to Albert J. Graeffe, in the town of Warwick.

Levied on this 15th day of November, 1881, and will be sold to satisfy said execution if sufficient.

SAMUEL L. TILLINGHAST,
Deputy Sheriff.

ja 27

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, } *sc.:*
Kent, }

CLERK'S OFFICE SUPREME COURT,
EAST GREENWICH, *September* 22, *A. D.* 1882.

I certify the foregoing papers to be true copies of the papers in case No. 486 of The Fourth National Bank of New York *vs.* Albert J. Graeffe said papers consisting of writ, declaration, note, trustee's affidavits, and execution with the officer's return thereon.

I also certify that in said case judgment was rendered for the plaintiff corporation at the August term A. D., 1881, of the supreme court within and for the county of Kent, for the sum of two thousand six hundred seventeen and $\frac{21}{100}$ dollars ($2,117.21) debt and

costs of suit taxed at $28.24 as appears of record at page 395 in Book No. 7 of the records of the supreme court within and for the county of Kent.

In attestation whereof I hereunto set my hand and affix*ed* the seal of said supreme court the day and year above written.

[L. S.] THOS. M. HOLDEN, *Clerk.*

37 EXHIBIT C.

To all people to whom these presents shall come:

I, John H. Collingwood, of the town of Warwick, and county of Kent, and State of Rhode Island, a sheriff, within and for said county, send greeting:

Whereas an execution against the American Mills Company, a corporation created under the laws of New York, and Albert J. Graeffe of the city of New York, in the State of New York, at the suit of the Second National Bank of Providence, a band association, organized under act of Congress, and doing business in the city of Providence, in said State of Rhode Island, was by me, the said John H. Collinwood, in my said capacity as sheriff, on the 5th day of October, A. D. 1881, at 8 o'clock, and 20 minutes a. m., levied upon all the estate, right, title, interest and property which the said Albert J. Graeffe had on the 16th day of March, A. D. 1881, at 3 o'clock at 30 minutes p. m., the time of the attachment thereof upon the original writ, in the cause in which said execution was issued in and to the following-described real estate, to wit: A certain lot of land with all the buildings and improvements thereon, situated in the town of Warwick, bounded and described as follows, to wit: Northerly on lots numbers 85 and 86, on a plat of an estate laid out into house lots, belonging to Stephen Greene, adjacent to East Greenwich line, surveyed and platted Providence, May 9th, 1847, by Atwater and Schubarth, and on file in the town clerk's office of said town of Warwick, on which lots 85 and 86 it measures (208) two hundred and eight feet; easterly on Spring street, on which it measures (205¾) two hundred and five and three-quarters feet; southerly on Division street, on which it measures (208) two hundred and eight feet, and westerly on Duane street, on which it measures (205¾) two hundred and five and three-quarters feet, and marked on plat, Pollard.

Also one other parcel of land consisting of eight lots on said plat, numbered 33, 34, 36, 37, 38, 35, 43, and 44, and are bounded northerly on lots 39 and 45 on said plat, 200 feet easterly on Duane street, 200 feet southerly on Division street, 200 feet westerly
38 on Marlborough street. This last-described parcel is two hundred feet square. Also another lot of land situated in said town of Warwick, bounded and described as follows, to wit: Beginning at the southeast corner thereof, at land of the grantee, thence westerly 208 feet, bounded southerly on land of said grantee, thence northerly, bounding westerly on Duane street to a point 29.1 feet north of the line dividing lots numbers 83 and 84 on said plat,

as surveyed by Atwater and Schubarth, thence easterly, bounding northerly 208 feet to a point 29.1 feet north of the line dividing lots numbers 87 and 89 on said plat, thence southerly, bounding easterly on Spring street to place of beginning, and includes lots numbers 84, 85, 86, and 87, and 29.1 feet off the southerly portion of lots numbers 83, 82, 88, and 89. Also one other lot of land situated in the town of Warwick, bounded and described as follows: Beginning at the northeast corner thereof, at the corner of Spring and Greene streets, thence southerly, bounding easterly by said Spring street 70.9 feet; thence westerly, bounding southerly 208 feet to a point 70.9 feet south of the north line of lot No. 83; thence northerly, bounding westerly on Duane street 70.9 feet to Greene street; thence easterly, bounding northerly on said Greene street to the place of beginning 208 feet, or however otherwise the same may be bounded and described, meaning and intending to cover all the real estate belonging to Albert J. Graeffe, in the town of Warwick.

And whereas, on the 7th day of January, A. D. 1882, at ten o'clock and — minutes a. m., on the premises, all the estate, right, title, interest and property aforesaid, were by me, the said John H. Collingwood, in my said capacity, sold at public auction, for the satisfaction of the said execution, to the Second National bank aforesaid, who was the highest bidder therefor, for the sum of five hundred and twenty-five dollars, which the said Second National Bank of Providence hath since well and truly paid to me, the said John H. Collingwood, sheriff, as aforesaid.

Now know ye, that by force and virtue of the law in such case made and provided I, the said John H. Collingwood, sheriff as aforesaid, in consideration of the sum of money paid unto me as aforesaid, do by these presents bargain, sell, assign and set over unto the said Second National bank aforesaid, their successors and assigns, forever, all the estate, right, title, interest, property, freehold and inheritance which the said Albert J. Graeffe had in and
39 to the said premises and appurtenances, on the 16th day of March, A. D. 1881, at 3 o'clock *at* 30 minutes p. m., the time of the attachment thereof, upon the original writ, in the cause in which said execution was issued as aforesaid. To have and to hold the said premises and appurtenances to the said Second National Bank, of Providence, their successors and assigns forever.

In testimony whereof, I have hereunto set my hand and seal, in my said capacity, this 20th day of January, A. D. 1882.

JOHN H. COLLINGWOOD, *Sheriff.* [L. S.]

Signed, sealed and delivered in presence of—
S. L. TILLINGHAST.

STATE OF RHODE ISLAND, &c., }
Kent, } *sc.*:

In East Greenwich, in said county, on this 20th day of January, A. D. 1882, the within-named John H. Collingwood personally appeared before me and acknowledged the foregoing instrument by

him signed, in his capacity of sheriff, to be his free and voluntary act and deed.

SAMUEL L. TILLINGHAST,
Justice of the Peace.

I, John H. Collingwood, on oath depose and say, that at the time of the levy and sale referred to in the preceding deed by me signed, I was sheriff within and for the county of Kent. The following is a copy of the notice of sale caused to be published by me:

Sheriff's Sale.

KENT, *sc*:

By virtue of an execution in my hands, issued by the court of common pleas, holden at Providence, in the county of Providence, at its September term, 1881, No. 744, will be sold at public auction, on the premises lately occupied by the American Mills Company, in the town of Warwick, and adjoining the town line of East Greenwich, on Saturday, January 7th, 1882, at 10 o'clock in the forenoon, all the right, title and interest that Albert J. Graeffe had on the 16th day of March, 1881, at 3 o'clock and 30 minutes in the afternoon, the time of the attachment on the original writ in case, Second National Bank, of Providence, *vs.* Albert J. Graeffe, in and to the following-described real estate, to wit: A certain lot of land with all the buildings and improvements thereon, situated in the town of Warwick, bounded and described as follows, to wit: Northerly on lots numbers 85 and 86, on a plat of an estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich line, surveyed and platted Providence, May 9th, 1847, by Atwater and Schubarth, and on file in the town clerk's office of said town of Warwick, on which lots 85 and 86 it measures 208 feet; easterly on Spring street, on which it measures 205¾ feet; southerly on Division street, on which it measures 208 feet, and westerly on Duane street, on which it measures 205¾ feet, and marked on plat, Pollard. Also one other parcel of land consisting of eight lots on said plat, numbers 33, 34, 36, 37, 38, 35, 43 and 44, and are bounded northerly on lots 39 and 45 on said plat, 200 feet; easterly on Duane street, 200 feet; southerly on Division street, 200 feet; westerly on Marlborough street, 200 feet; this last-described parcel is (200) two hundred feet square. Also another lot of land situated in the town of Warwick, bounded and described as follows, to wit: Beginning at southeast corner thereof, at land of the grantee, thence westerly 208 feet, bounded southerly on land of the said grantee; thence northerly, bounding westerly on Duane street to a point 29.1 feet north of the line dividing lots numbers 83 and 84 on said plat, as surveyed by Atwater and Schubarth; thence easterly, bounded northerly 208 feet to a point 29.1 feet north of the line dividing lots numbers 87 and 89 on said plat; thence southerly, bounded easterly on Spring street to the place of beginning, and includes lots numbers 84, 85, 86 and 87, and 29.1 feet off of the southerly portion of lots numbers 83, 82, 88 and 89. Also one other

lot of land situated in said town of Warwick, bounded and described as follows: Beginning at the northeast corner thereof, at the corner of Spring and Greene streets, thence southerly, bounding easterly by said Spring street 70.9 feet; thence westerly, bounding southerly 208 feet to a point 70.9 feet south of the north line of lot number 83; thence northerly, bounding westerly on Duane street 70.9 feet to Greene street, thence easterly, bounding northerly on said Greene
41 street, to the place of beginning 208 feet, or however otherwise the same may be bounded and described, meaning and intending to cover all the real estate belonging to Albert J. Graeffe, in the town of Warwick.

Levy made this 5th day of October, 1881, at 8 o'clock and 20 minutes p. m., and will be sold to satisfy said execution, if sufficient.

JOHN H. COLLINGWOOD, *Sheriff.*

Said notice was published in the Rhode Island Pendulum, a public newspaper published in the town of East Greenwich, and county of Kent, and was published in said paper on the 16th, 23d and 30th of December, 1881, and January 6th, 1882. Said sale was made at the time and place designated in said advertisement, and the premises therein described were sold to the Second National Bank of the City of Providence, for the sum of five hundred and twenty-five dollars, he being the highest bidder therefor.

Subscribed and sworn to before me, in the town of East Greenwich, and county of Kent, on this 20th day of January, A. D. 1882.

SAMUEL L. TILLINGHAST,
Justice of the Peace.

Recorded, March 28, A. D. 1882, at 8 a. m.
Witness:

RINALDO HOYLE,
Town Clerk.

TOWN CLERK'S OFFICE,
WARWICK, R. I., *September* 15, 1882.

The foregoing is a true copy from pages 1, 2, 4 and 4, of Book No. 43 of the land records in this office.
Witness:

RINALDO HOYLE,
Town Clerk.

Fee: 19 folio- at 15 cts. $2 85.

42 EXHIBIT D.

Know all men by these presents that I, Christopher A. Shippee, of East Greenwich, in the county of Kent and State of Rhode Island, for and in consideration of the sum of three hundred dollars to me, paid by Samuel W. K. Allen of said East Greenwich, the receipt whereof I do hereby acknowledge, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim unto the said Samuel W. K. Allen, his heirs and

assigns, forever, the right, title, interest, property, claim and demand, which I now have, or of right ought to have, or claim, in and to one undivided half part of the American Mills estate, so called, situate in the southeasterly part of the town of Warwick, county and State aforesaid, adjoining the town line of East Greenwich aforesaid. The said estate was conveyed to me by deed by Samuel L. Tillinghast, deputy sheriff, on the eight day of March, eighteen hundred and eighty-two. Said deed was recorded on the ninth day of March, 1882, on page 578 in Book F, of the land evidence of said Warwick, reference thereto is hereby made for a further and fuller description of said estate.

To have and to hold the same, with all the rights, privileges and appurtenances thereunto appertaining, to him, the said Samuel W. K. Allen, his heirs and assigns, forever, and I, the aforenamed Christopher A. Shippee, for myself and for my heirs, executors and administrators, do covenant with the same Samuel W. K. Allen, his heirs and assigns, that I will warrant and defend the aforedescribed premises to the said Samuel W. K. Allen, his heirs and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under me, and I, Leonora F. J. Shippee, wife of said Christopher A. Shippee, in consideration of the said sum paid as aforesaid, do hereby release and forever quitclaim unto said Samuel W. K. Allen, his heirs and assigns, all my right of dower in and to the aforegranted premises.

In testimony whereof I have hereunto set my hand and
43 seal this first day of July, in the year of our Lord, one thousand eight hundred and eighty-two.

CHRISTOPHER A. SHIPPEE. [L. S.]
LEONORA F. J. SHIPPEE. [L. S.]

Signed, sealed and delivered in presence of—

ROBERT W. CHAPPELL.

STATE OF RHODE ISLAND, &C., }
Kent, } *sc.*:

In East Greenwich in said county, on this first day of July, A. D. 1882, the above-named Christopher A. Shippee personally appeared before me, and acknowledged the foregoing instrument, by him signed to be his free and voluntary act and deed.

ROBERT W. CHAPPELL,
Justice of the Peace.

Recorded September 1, A. D. 1882, at 5 p. m.
Witness:

RINALDO HOYLE,
Town Clerk.

TOWN CLERK'S OFFICE,
WARWICK, R. I. *November* 29, 1882.

The foregoing is a true copy from pages 120 and 121 of Book No. 43 of the land records in this office.

Witness:

RINALDO HOYLE,
Town Clerk.

44 *Answer of Second National Bank.* (*Filed June* 18, 1883.)

The answer of said Second National Bank of Providence, one of the defendants, to the bill of complaint of the said Albert J. Graeffe and Mary J. Graeffe, his wife, complainants.

This defendant now and at all times, reserving to itself all benefit of exception to the said bill of complaint, for answer thereunto says:

That it believes it to be true, and avers that the said Albert J. Graeffe in or about the year 1879 or 1880, conceived a scheme of purchasing the mill estate at Warwick, in said district, in said bill mentioned, for the purpose of carrying on there the manufacture of woolen goods or fabrics, and that in pursuance and furtherance of such scheme he did organize and procure to be organized under the laws of the State of New York, a joint stock company or corporation, under the name of the American Mills Company, of which company he was a trustee, and the principal if not the sole managing trustee, an officer, and a stockholder holding almost the entire stock, and who furnished and paid in almost the entire amount of capital that ever was paid into said company.

That the said Albert J. Graeffe, in pursuance and furtherance of the same scheme, purchased in his own name, and received to himself and for his own absolute use, in fee simple, deeds of the estate in said complainants' said bill described, and as appears by the deeds therein referred to, and thereupon made large and extensive improvement, additions and betterments, upon said estates, and in said mill and other buildings thereon; and on or about the seventeenth day of October, A. D. 1880, made and executed and delivered to said American Mills Company a lease in writing and under his seal, of said estates, for the term of five years from the first day of September, A. D. 1880; and under which lease said American Mills Company entered into possession of said estates, and afterwards carried on said business of manufacturing there.

And this defendant denies that in the purchase of said real estate, premises, water rights and appurtenances, and in altering, repairing and improving the same, and in equipping them for the purposes aforesaid, the said Albert J. Graeffe acted as the
45 agent of the said Mary J. Graeffe, and also denies that he was then the agent or trustee of the said Mary J. Graeffe, and also denies that the same were paid for by the said Albert J. Graeffe out of moneys belonging to the said Mary J. Graeffe, which

he had in his hands and possession as her agent or trustee, as in said bill alleged.

And this defendant further answering, avers, that the said Albert J. Graeffe was the treasurer of said American Mills Company, and that the course of business dealings between said company and said Albert J. Graeffe was that said company consigned to him its manufactured goods to a very large amount, which he sold or otherwise converted and received and had the proceeds thereof.

That said company drew its negotiable mercantile money, drafts or bills of exchange upon him from time to time, and in the aggregate to a very large amount, which he accepted, and which either he or said company procured to be discounted, upon the statements and representations made both by him the said Graeffe and by the other officers of said company, that he was the owner in his own right in fee simple of said mill estate, and upon the faith of which statements and representations, and that the title of said estates stand of record in his name alone, said drafts and acceptances were discounted; and that this defendant upon the faith of such statements and representations made directly to it by said Graeffe and by other officers of said company, and upon the faith of the title of said estates standing of record as aforesaid, discounted and loaned its money upon the drafts and acceptances, upon which its action, judgments and executions in said bill mentioned were founded.

And this defendant admits that upon the draft of said American Mills Company, upon and accepted by the said Albert J. Graeffe, and discounted by this defendant, upon the faith of the statements and representations aforesaid, it did bring its action at law against the said company and said Graeffe in the State court, under the statute in such cases provided, and therein did attach, and after judgment therein levy its execution upon said estates, and sell and purchase in the same as in the complainant's bill alleged; and it avers and claims that at the time of such its attachment, said Albert J. Graeffe was the owner in fee simple of said estates, and that by such, its sale and purchase, it became and now is the lawful owner of all the said estates, as against the said Albert J. Graeffe and the said Mary J. Graeffe.

46 And this defendant further answering upon information and belief, avers that a large part, if not all the moneys paid or used by the said Albert J. Graeffe in the purchase of said estates and in the altering, repairing, improving and equipping the same, as aforesaid, were the proceeds of the drafts of said American Mills Company, accepted by the said Albert J. Graeffe and discounted as aforesaid.

And it further avers, that if the said Mary J. Graeffe had as between her and her said husband any claims, right or equity whatever, in or to said estates which this defendant does not admit, but on information and belief denies, she had such knowledge of the course of dealings and transactions and business between him and said American Mills Company, and of his statements and representations, respecting and dealing with and upon the faith of said estates and their standing in his name, or at least of such facts and

circumstances as to put her upon inquiry, and to affect her with such knowledge of the same as to now estop her from setting up any claim or title to said estates as against this defendant.

And this defendant further avers, that a short time before the drafts and acceptances discounted by this defendant and included in its judgment as aforesaid, became payable, said American Mills Company and said Albert J. Graeffe both stopped payment, and if any such deed was made as in said bill alleged, which this defendant does not admit, avers that said Albert J. Graeffe for the purpose of placing said estates beyond the reach of this defendant, and his other creditors, and with intent to hinder, delay and defraud his creditors in the collection of their debts, made such deed of said estates dated March 1, 1881, to the said William H. Garner, the brother of his said wife, and caused the same to be recorded, but on information and belief this defendant denies that said deed was delivered to the said William H. Garner, and also denies that the said William H. Garner paid any consideration therefor.

And this defendant further answering, says that its said writ of execution with the officer's return thereon, in said complainant's bill referred to, was long before the filing of said bill, to wit, on the twenty-eighth day of March, A. D. 1882, duly recorded in the record of deeds, in the town clerk's office of said Warwick, in accordance with the statute in such cases provided. And as to all other matters stated and charged in said bill, this defendant has no other knowledge except as informed by said bill, and it does not
47 admit the same, but leaves the complainant to make such proof thereof as they may be advised.

And this defendant denies all and all manner of unlawful combination and confederacy wherewith it is by said bill charged, without this, that there is any other matter, cause, or thing in the said complainant's bill of complaint contained material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed and avoided or denied, is true to the knowledge or belief of this defendant. All which matters and things this defendant is ready and willing to aver, maintain and prove, as this honorable court shall direct; and humbly prays to be hence dismissed with its reasonable costs and charges, in this behalf most wrongfully sustained.

SECOND NATIONAL BANK OF
PROVIDENCE, R. I. [SEAL OF BANK.]
By WM. W. PAINE, *Cashier.*

JAMES TILLINGHAST,
Defendant's Solicitor.

48 *Answer of Christopher A. Shippee and Samuel W. K. Allen.*
(*Filed June* 18, 1883.)

The joint and several answers of Christopher A. Shippee and Samuel W. K. Allen, the defendants, to the bill of complaint of Albert Graeffe and Mary J. Graeffe, plaintiffs.

These defendants now and at all times hereafter saving and reserving to themselves and each of them all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said complainants' said bill of complaint, for answer thereunto or *into* so much and such parts thereof as these defendants are advised is or are material or necessary for them or either of them to make answer unto. They, these defendants severally answering say:

They admit that this complainant, Albert J. Graeffe did at different times purchase the parcels and tracts of land with the buildings and improvements thereon and the appurtenances thereto, situate in said town of Warwick, and since known as the American Mills estate, as set forth in said bill of complaint. And that he, the said Albert J. Graeffe, took the title deeds in his own name, and that he had said title deeds recorded in the town clerk's office in said town of Warwick, and that he caused the factory and buildings to be altered and repaired and improved, as set forth in said bill of complaint. But these defendants deny that the purchase aforesaid and improvements made thereon were made with the monies of said Mary J. Graeffe.

That on the fifth day of March, 1881, there was recorded in the town clerk's office of the town of Warwick, aforesaid, a deed of conveyance of said real estate and property given by said Albert J. Graeffe to one William H. Garner, said deed bearing date of March 3, 1881. The consideration purporting to be the sum of forty-eight thousand nine hundred and ten dollars and ninety-four cents ($48,910.94).

That on the 13th day of August, 1881, there was recorded in the town clerk's office of said Warwick a deed of said real estate and property from said William H. Garner to said Mary J. Graeffe.

49 Said deed purporting to be made on the first day of March, 1881, and representing the consideration to be the said sum of forty-eight thousand nine hundred and ten dollars and ninety-four cents ($48,910.94).

And these defendants admit:

That the said real estate and its appurtenances were attached as the property of said Albert J. Graeffe, on the fifth day of March, 1881, by the sheriff of said county of Kent, on original writ in the suit of the Fourth National Bank of New York, commenced in the supreme court in said county of Kent; in which suit such proceedings were had that judgment was rendered in favor of said Fourth National bank and against said Albert J. Graeffe for the sum of — dollars and — cents damages and costs of suit.

That in accordance therewith execution was issued in due form of law, and that Samuel L. Tillinghast, then deputy sheriff of said county of Kent, levied said execution on said real estate and property on the 15th day of November, 1881, and that in accordance with the statute in such case made and provided, the said real estate and property was sold at public auction on the 28th day of February, 1882, by said Samuel L. Tillinghast, deputy sheriff, to this defendant, Christopher A. Shippee, he being the highest bidder therefor.

That on the 16th day of March, 1881, the sheriff of said county of Kent did attach said real estate and property, by virtue of a writ issued out of the court of common pleas in the county of Providence, in favor of said Second National bank and against said Albert J. Graeffe and against said American Mills Company, and such proceedings were had in said suit that at the September term of said court of common pleas judgment was rendered for the said Second National bank for the sum of — dollars and — cents damages and costs of suit, taxed at —.

Whereupon execution for the same was issued in due form of law and levied upon said real estate and property, by virtue of which the same was sold at public auction by the sheriff of said county of Kent, in due form of law, to the said Second National bank, on the seventh day of January, 1882. And that the sheriff of said county, John H. Collingwood, in accordance with the law and in compliance with the terms of the conditions of sale did execute and deliver to said The Second National bank the title deeds of said real
50 estate and property, which deeds were duly recorded in the town clerk's office in said Warwick.

And these defendants further admit, that in accordance with the law and in compliance with the conditions of the sale, by virtue of the execution issued out of the supreme court in said county of Kent, in the suit of the said Fourth National bank against said Albert J. Graeffe, as aforesaid, the said Samuel L. Tillinghast, deputy sheriff, did execute and deliver unto said Christopher A. Shippee the title deeds to said real estate and property, which said deeds were duly recorded in the town clerk's office in said Warwick.

And these defendants further answering, say that at the time of *the time of* the sale of said estate and property under the execution of said supreme court in favor of said Fourth National bank, this defendant, Samuel W. K. Allen was confined to his house by sickness and unable to attend upon said sale. That it was agreed and understood by and between said Christopher A. Shippee and said Samuel W. K. Allen that in the event that said Shippee purchased said estate and property at said sale, the same was to be purchased and paid for in the equal interest of said Shippee and of said Allen, and the said estate and property was to be held and owned by them the said Shippee and said Allen in equal parts, as tenants in common. And the said Samuel W. K. Allen furnished and paid one-half of the purchase price thereof at the time of the delivery of the deeds by said Samuel L. Tillinghast to said Christopher A. Shippee.

That the deed from said Shippee to said Samuel W. K. Allen was

executed and recorded on the first day of July, A. D. 1882, as set forth in said bill of complaint.

And these defendants further answering, say that while they do not know of their own knowledge, yet they do not believe that said Albert J. Graeffe before the purchase by him of said estate and property, ever proposed to his wife, the said Mary J. Graeffe, the project of buying the said estate as and for her own and separate estate.

And these defendants further answering, upon their information and belief, deny that the said Albert J. Graeffe purchased the steam engine, boilers, and steam piping, fixtures, &c., as set forth in said *said* bill of complaint.

And these defendants further answering, say they are informed and believe it to be true, that the said Albert J. Graeffe on,
51 to wit: the 16th day of October, 1880, leased said estate and property to the American Mills Company, and that said Albert J. Graeffe was a stockholder in said corporation and treasurer thereof, and one of the trustees. That said American Mills Company went into possession of said estate and property and at once went to manufacturing.

And these defendants are further informed, and believe it to be true, that the said American Mills Company about the month of February, 1881, became embarrassed and unable to meet their obligations.

And these defendants are further informed, and believe it to be true, that while as set forth in said bill, the said Albert J. Graeffe was a stockholder and treasurer in said American Mills Company, he was in fact the principal owner in said corporation, and thereby as well as by his position of trustee of said corporation, controlled the entire management of said corporation.

And these defendants further answering, say they deny that said Albert J. Graeffe was the agent and trustee of said Mary J. Graeffe in the purchase of said real estate and property as set forth in said bill.

And they further deny, that on the fifth day of March, 1881, at 10 o'clock and 15 minutes in the forenoon, when the attachment on the original writ was made in the suit of the Fourth National Bank of New York against the said Albert J. Graeffe, and on the 16th day of March, 1881, when the attachment on the original writ was made at the suit of the Second National Bank, as aforesaid, against said American Mills Company and against said Albert J. Graeffe, and when the executions in said suit were levied, as aforesaid, that the said Albert J. Graeffe had no right, title, interest or property in said real estate and appurtenances as in complainants' bill set forth.

And they aver and charge the contrary to be true, and that the said Albert J. Graeffe did purchase the said real estate and property as and for his own individual estate with his own individual funds, and that at the times of said attachments, levies and sales as aforesaid, he was the true and lawful owner thereof, and that the fee thereof at said time was in said Albert J. Graeffe. And that said

property was liable to attachment in the suits of the Fourth National Bank of New York and of the Second National Bank, as
52 aforesaid. And that the levies of the executions in said suits and the sales of said property under them by the sheriff as the estate and property of said Albert J. Graeffe were proper and lawful attachments, levies and sales, and carried to the purchaser thereof, Christopher A. Shippee, as aforesaid, full and complete title to, and the fee, in said estate and property.

And these defendants further answering, charge that the deed of said estate and property given by said Albert J. Graeffe to said William H. Garner dated on the first day of March, 1881, was a fraudulent transaction, contrived, made and given of fraud, covin, collusion and guile, with the intent and purpose to delay, hinder and defraud the creditors of the said Albert J. Graeffe of their just and lawful debts and demands.

And for the sole purpose of placing the said estate and property, which was all the visible estate then owned by said Albert J. Graeffe, beyond the reach of his, the said Albert J. Graffe's creditors.

That while the consideration in the deed purports to be the large sum of forty-eight thousand nine hundred and ten dollars and ninety-four cents ($48,910.94), yet in fact no consideration of any sum whatever passed between the parties to said pretended conveyance.

And these defendants further answering, charge that the deed from said William H. Garner to said Mary J. Graeffe, set forth in complainants' bill, is but a link in this chain of fraud, which attempt- and pretends to convey said estate and property belonging to said Albert J. Graeffe to his wife the said Mary J. Graeffe, and that the same is made of fraud, covin, collusion and guile, for the sole purpose of cheating and defrauding the creditors of said Albert J. Graeffe and of preventing, them, the said creditors, from collecting their just claims and demands against the said Albert J. Graeffe.

And these defendants further answering, charge that during the interval, from about the 12th of March, 1880, to the first of March, 1881, and while the title to this estate and property stood in the name of said Albert J. Graeffe upon the records in said town of Warwick, these complainants by themselves and by their agents and attorneys represented to the said Second National bank and to its officers, and to said Fourth National bank and its officers, and to other banks and persons with whom they and the said
53 American Mills Company were doing business and from whom they were a-king and obtaining credit:

That the estate and property aforesaid belonged to and was the estate and property of said Albert J. Graeffe.

That relying upon these statements, this respondent The Second National Bank, and the said Fourth National Bank of New York, and other banks and persons gave credit to the said American Mills Company and to the said Albert J. Graeffe, in large sums of money at different times during the interval between said twelfth day of March, 1880, and said first day of March, 1881, by discounting the

drafts of said American Mills Company, accepted by said Albert J. Graeffe.

And that the judgments of the said Fourth National bank against said Albert J. Graeffe and the judgment of the said Second National bank against the said American Mills Company and against the said Albert J. Graeffe set forth in said bill of complaint, are judgments grounded upon the drafts and acceptances of the said American Mills Company and the said Albert J. Graeffe discounted, as aforesaid.

And these defendants further answering, say that the said Mary J. Graeffe well knew that the title to this estate and property stood in the name of Albert J. Graeffe upon the records as aforesaid, from the 12th of March, 1880, to the 5th of March, 1881.

And they further charge that the said Mary J. Graeffe had full knowledge of the manner in which the said American Mills Com*com*pany and the said Albert J. Graeffe conducted their business, and that they were getting credit and raising money upon the faith that the said Albert J. Graeffe was the sole and lawful owner of said estate and property.

Or at least that she had such knowledge of these facts as to put her upon inquiry as to what the facts were. And that she is now estopped from setting up any claim of right or title to said estate and property as in said bill she pretends.

And the defendants deny all and all manner of unlawful combination and confederacy wherewith they are by said bill charged, without this, that there is any other matter, cause or thing in said bill of complaint contained material or necessary for these defendants to make answer unto and not herein and hereby well and sufficiently answered, confessed, traversed and avoided or denied,
54 is true to the knowledge or belief of these defendants. All of which matters and things these defendants are willing to aver, maintain and prove, as this honorable court shall direct, and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

CHRISTOPHER A. SHIPPEE.
SAMUEL W. K. ALLEN.

SAMUEL W. K. ALLEN,
Solicitor for Defendants.

55 *Replication to Answer of Second National Bank.* (*Filed July* 9, 1883.)

The replication of A. J. Graeffe and wife, complainants, to the answer of the Second National bank.

These complainants saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto, saith that they will aver and prove their said bill to be true, certain and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue and insufficient to be replied unto

by these complainants; without this, that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these complainants are and will be ready to aver and prove, as this honorable court shall direct, and humbly pray as in and by their said bill they hath already prayed.

By their solicitors, BALLOU & JACKSON.

56 *Replication to Answer of Christopher A. Shippee et al.* (*Filed July 9, 1883.*)

The replication of A. J. Graeffe *et ux.*, complainants, to the answer of the said Christopher A. Shippee and Samuel W. K. Allen.

These complainants saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto, saith that they will aver and prove their said bill to be true, certain and sufficient in the law to be answered unto, and that the said answer of the said defendants is uncertain, untrue and insufficient to be replied unto by these complainants; without this, that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these complainants are and will be ready to aver and prove as this honorable court shall direct, and humbly pray as in and by their said bill they hath already prayed.

By their solicitors, BALLOU & JACKSON.

57 U. S. Circuit Court for the District of Rhode Island.

ALBERT J. GRAEFFE *et al.*
vs.
THE SECOND NATIONAL BANK *et al.* } In Equity.

NEW YORK, *April 10th*, 1884.

Appearances: For complainant-, Alex. Thain, Esq.; for respondent-, J. Langdon Ward, Esq.

It is consented that the witnesses may be sworn by James J. Campbell, notary public, that the testimony may be taken by a stenographer, who shall furnish a copy of the minutes to each party; that the witnesses may attend and subscribe their depositions when written, on a day to be appointed, and that the expenses of the stenographer, not exceeding the lawful fees of an examiner in equity, may be taxed as costs in case of judgment for the plaintiff-.

58 EDWARD L. GRAEFFE, called for complainants, being duly sworn, testifies as follows:

By Mr. THAIN:

Q. 1. Where do you reside?
A. In Dover, N. J.
Q. 2. What is your age?
A. Thirty-one.
Q. 3. What is your occupation?
A. Book-keeper.
Q. 4. Do you know John P. Campbell, in some way connected with the Second National Bank of Providence, R. I.?
A. Yes.
Q. 5. Have you ever conversed with John P. Campbell, in respect to the ownership of the property in question, in East Greenwich, Rhode Island?
A. Yes.
Q. 6. How many conversations have you had with him on that subject?
A. One.
Q. 7. When was that?
A. I don't remember distinctly; about the fourth or fifth of March, 1881.
Q. 8. Where was the conversation had?
A. It was at the office of the American Company, East Greenwich, R. I. The office is really in Warwick.
Q. 9. Did you then say to Mr. Campbell, or have you said to him at any time, that the capital stock of the American Mills Company was $75,000, or was all paid in?
A. No.
Q. 10. Did you then say to Mr. Campbell, or have you said to him at any time, that the property occupied by the American Mills Company at East Greenwich, or Warwick, was, or had been, owned by your brother, Albert J. Graeffe?
A. No.
Q. 11. Have you ever so stated to any one?
A. No.
Q. 12. So far as you know, to whom has that property belonged since and while it was occupied by the American Mills Company?

Objected to as immaterial and incompetent.

A. Mary J. Graeffe.

59 Q. 13. Have you ever heard or known of Albert J. Graeffe claiming ownership in that property?

Same objection.

A. No.
Q. 14. What position did you occupy in respect to the American Mills Company?
A. Secretary and trustee.

Q. 15. How long did the American Mills Company occupy this property?

A. Not less than a year.

Q. 16. During that time how frequently were you upon the premises?

A. Every day, unless I was called away.

Q. 17. Nearly every day?

A. Yes.

Q. 18. Can you give the conversations had with Mr. Campbell, in respect to the ownership of this property?

A. Not very minutely; I can give the substance of it; it was long since.

Q. 19. As nearly as you can, give us the conversation had with Mr. Campbell, in respect to the ownership of this property, and as nearly as you can, the order in which that conversation was had, beginning with the first statement.

A. Mr. Campbell came to the office of the American Mills Company, on, or about the 4th or 5th day of March, 1881; I approached him, and shook hands with him; the first thing he said was, "This is a very fine property;" I answered that it was; Mr. Campbell then said, "I presume it belongs to your brother;" I told him, "Not that I know of;" he then said, "Did you not say to me that this property belonged to Albert J. Graeffe?" I replied, "No;" he then said, "I will fix you for this;" I made no remarks about his threatening to fix me; I told him that any further conversation I had with him should be held in the presence of a witness; that, as far as I remember, is all the conversation I had; after that he left me, and very shortly after went to Providence.

Q. 20. Have you given us all that took place?

60 A. All that I can think of just now; it is some time ago, and I never committed it to memory.

Cross-examined by Mr. WARD:

Q. 21. You say you were secretary of the American Mills Company?

A. Yes, from the time of its organization.

Q. 22. Who were the other officers?

A. John C. Schroeder.

Q. 23. Who was he?

A. President; Mr. Albert J. Graeffe was treasurer.

Q. 24. And that continued until the time of the failure?

A. Yes.

Q. 25. Did you keep the books of the American Mills Company?

A. No.

Q. 26. Who did?

A. A book-keeper by the name of E. Edward Corey, I think.

Q. 27. You were one of the trustees of the company?

A. Yes.

Q. 28. Do you remember the meeting of the board of trustees of the 28th of February?

A. Yes.

Q. 29. Where was that held?

A. At New York.

Q. 30. Where?

A. At the Grand Union depot.

Q. 31. Had there been a meeting of the trustees within a few days previous?

A. Not that I know of: I was not called at any meeting previous to that, as I remember.

Q. 32. Think a little.

A. I cannot think of any meeting that was called.

Q. 33. How often did they have meetings?

A. Occasionally; there is no special time appointed: we had meetings quite frequently during the short time we were down there, probably four or five times.

Q. 34. Did you keep a record of those meetings?

A. No.

Q. 35. Who did?

61 A. I don't know as there was any record kept, except a memorandum which my brother kept at the time.

Q. 36. You had no regular minute book?

A. No.

Q. 37. Who was present at this meeting at the Grand Central depot?

A. The president, treasurer and I.

Q. 38. John C. Schroeder, Albert J. Graeffe, and yourself?

A. Yes.

Q. 39. What time of day was it?

A. This was in the evening: I should judge it was between eight and nine o'clock, somewhere along there: I do not remember now.

Q. 40. How was that meeting called?

A. That I cannot say: Mr. Schroeder was informed of such a meeting, and he informed me, and I accompanied him to New York.

Q. 41. When was that?

A. I am not positive as to the date: you mentioned the 28th of February: I do not recollect; I could not swear to it: whether it was on the 28th, 27th, or 29th: I think it was the 28th.

Q. 42. Who came with you from East Greenwich to New York?

A. Thomas A. Perse, Jr., and John C. Schroeder.

Q. 43. What time did you leave East Greenwich?

A. In the afternoon train: I do not exactly know the time: I think about two o'clock, or something like that.

Q. 44. You got to New York that same evening?

A. Yes.

Q. 45. And held your meeting of directors at the depot?

A. Yes.

Q. 46. When did you return to East Greenwich?

A. The same evening, an hour or two afterwards: we had not time to hold it at any other place: that was the reason for holding the meeting there.

Q. 47. You met your brother at the depot?

A. Yes.

Q. 48. Think a little, and see — that meeting was not held on March 3d? What was it voted to do at that meeting?

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A. To make an assignment for the benefit of creditors.

Q. 49. And you took the earliest train back to East Greenwich?

A. Yes, that was the only train that night, I believe.

Q. 50. Did you stop at East Greenwich?

A. No.

Q. 51. You went to Providence?

A. Yes.

Q. 52. What did you do when you got there?

A. I went to the office of Metcalf; a paper was prepared in New York, which we took to Metcalf's office.

Q. 53. Did you execute the paper?

A. Yes.

Q. 54. At the time you were in New York, did your brother say anything about having made an assignment himself?

A. I believe he did.

Q. 55. Did he show you, or did you see that night, a paper, purporting to be a deed from your brother to Mr. Garner of the property at Warwick?

A. Yes.

Q. 56. Did you hear it spoken of that night in New York?

A. Yes: I heard it spoken of.

Q. 57. As a matter of fact, on that night at the depot in New York, you were told, or in some manner informed of the fact that a deed had been executed by A. J. Graeffe to William H. Garner, of the Warwick property?

A. Yes.

Q. 58. You got back to East Greenwich when?

A. On the morning of the third.

Q. 59. The next morning after you left New York?

A. Yes, I think it was the third.

Q. 60. Was it on that day that attachments were levied on the property—the day you got back from New York?

A. I believe it was.

Q. 61. Was there any lease from any one to the American Mills Company, of this property at Warwick or East Greenwich?

A. I had never seen any drawn lease; I knew it was leased to the American Mills Company.

Q. 62. You never saw a written paper?

A. Not that I remember just now; I do not think I did; now that I think of it, it is very probable that I did see it.

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Q. 63. Do you remember enough about it to remember who made the lease?

A. It was made by Albert J. Graeffe.

Q. 64. Do you remember any meeting of the trustees of the

American Mills Company within a day or two, or three or four, before this meeting at the Grand Central depot?

A. No.

Q. 65. You attended no meeting within a week prior to that?

A. That is not the meeting of the trustees; I had been to New York myself.

Q. 66. When?

A. Just a few days before.

Q. 67. How long before?

A. I left East Greenwich on the day the first attachment of the American Mills Company was levied.

Q. 68. That was George—who's?

A. George Crompton; that was the third of March.

Q. 69. Then, as I understand it, there was an attachment levied on the property of the American Mills Company by Crompton, and that same day he came to New York?

A. Yes.

Q. 70. And saw your brother?

A. Yes.

Q. 71. And immediately returned to East Greenwich?

A. That same day.

Q. 72. How long had it been before that attachment was levied, that you saw your brother?

A. I don't remember; it may have been a week.

Q. 73. What is your impression?

A. I cannot give you any idea at all; I used to come to New York quite frequently.

Q. 74. How long before that?

A. I really cannot say.

Q. 75. How long before that had you seen him in East Greenwich?

A. I should think, two or three weeks; perhaps more than that.

Q. 76. You had not seen him there within a day or two?

A. No.

Q. 77. Are you sure about that?

A. Yes.

Q. 78. When you saw him in New York at this time after
64 this first attachment had been levied, did he say anything to — about making any assignment?

A. Yes.

Q. 79. He told you he was going to make an assignment?

A. He told me he had made an assignment.

Q. 80. And then you went back to East Greenwich, and a day or two afterward you came back to New York?

A. The next day.

Q. 81. And held this meeting in the Grand Central depot?

A. Yes.

Q. 82. Were there any trustees except yourself, your brother, and Mr. Schroeder?

A. That is all.

Q. 83. They composed the board of trustees?

A. Yes.
Q. 84. Were there any other stockholders?
A. Yes.
Q. 85. How many?
A. One.
Q. 86. Who was he?
A. I do not remember his name: he was a stranger to me.

By Mr. THAIN:

Q. 87. Do you know of a transfer of some personal property to Albert J. Graeffe by the mills company, about the latter part of February?
A. There was such a transfer.
Q. 87½. Where was it made?
A. At the office of the American Mills Company.
Q. 88. Where?
A. At Warwick.
Q. 89. Who was present at that meeting?
A. John C. Schroeder, Albert J. Graeffe, and myself.
Q. 90. Do you remember when that took place?
A. I cannot give the date.
Q. 91. Was it not the 28th of February, 1881?
A. I could not swear to it: I know there was such a transfer took place in February some time, but when, I could not say.
Q. 92. Was that transfer made before the visit to New York, and the meeting at the Grand Central depot, of which you have spoken?
A. Yes, before that.
65. Q. 93. About being at New York on the 28th of February?
A. I remember now, that it was on the day of the first attachment, March the third; I had not been to New York previous to that for ten days: I remember that there was a meeting in Rhode Island, in the latter part of February, and that my first visit after the assignment, was March third.
Q. 94. After which attachment?
A. After the George Crompton, the same day the attachment was made.
Q. 95. What was the date of the meeting in the Grand Central depot?
A. It was either that same night, or the night after that: it was either the third or fourth of March.
Q. 96. As I understand it, there had been a meeting of the trustees of the American Mills Company, in Rhode Island?
A. Yes.
Q. 97. And that after that meeting George Crompton put an attachment on the property of the American Mills Company?
A. Yes.
Q. 98. And that between the date of the last meeting and the date of Crompton's attachment, you had been to New York?
A. Yes.

Q. 99. The date that Crompton's attachment was put on, you came to New York, and returned that same day?

A. Yes.

Q. 100. And then afterward you came back to New York and attended the meeting at the Grand Central depot, and returned to East Greenwich the same night?

A. Yes.

Q. 101. About how long do you think it was as you now remember, between the meeting in Rhode Island, during the latter part of February, and the time Crom-ton's attachment was put on?

A. It was a few days, I don't remember how many.

Q. 102. What is your impression?

A. The latter part of February.

Q. 103. Three or four days between the two?

A. I should judge so; inside of a week, anyway.

66 Q. 104. Was it not the very next day?

A. Oh, no.

Deposition of Albert J. Graeffe.

A. J. GRAEFFE, being duly sworn, testifies in his own behalf as follows:

By Mr. THAIN:

Q. 1. Where do you reside?

A. Yonkers, Westchester county, New York.

Q. 2. You are one of the plaintiffs in this action?

A. Yes.

Q. 3. Your co-complainant, Mary J. Graeffe, is your wife?

A. Yes.

Q. 4. Prior to the purchase of the property at Warwick, Rhode Island, had you any conversation or arrangement with your wife in respect to the purchase of the same?

A. Yes.

Q. 5. From whom was the property purchased?

A. From the Howland estate, part of it, and part from Dutee Arnold.

Q. 6. Whose money paid for that property?

Objection is taken to the form of the question.

A. Mary J. Graeffe.

Q. 7. Did any of your money go to the purchase of that property?

Same objection.

A. No.

Q. 8. Were there any moneys expended in fitting up that property, after the purchase?

A. Yes.

67 Q. 9. Do you know about how much?

A. I can approximate it.

Q. 10. About how much?

A. About from thirty-five thousand to forty thousand dollars in improving the real estate.

Q. 11. Were they your own moneys?

A. Mary J. Graeffe's.

Q. 12. What arrangement or understanding did you have with Mrs. Graeffe in respect to the purchase of that property?

Objection is made to the form of the question.

A. I recommended that Mrs. Graeffe should buy that property in Rhode Island,—that it could be purchased cheaply, and with moderate outlay, and without many improvements made thereon,—so that she could lease it to the mills company, and derive therefrom a very fair return.

Q. 13. When did you propose that to her?

A. Just previous to my making the purchase.

Q. 14. What did she say to that?

A. She said that if I thought so, she would be guided by my judgment. I bought the property.

Q. 15. Was there anything said at the time, or prior to the purchase, as to in whose name the title should be taken?

Objected to.

A. Yes.

Q. 16. What was said?

A. I said I would buy the property for her.

Question repeated.

Objection renewed.

A. The title was to be vested in her.

68 Q. 17. You made the purchase, did you?

A. Yes.

Q. 18. In whose name was the title taken?

A. In mine.

Q. 19. How long did the title continue in your name?

A. Until the first of March, 1881.

Q. 20. To whom did you transfer it?

A. William H. Garner.

Q. 21. Who is he?

A. Mrs. Graeffe's brother.

Q. 22. How came you to make the transfer of title to Garner?

Objected to.

A. The property was purchased by me with Mrs. Graeffe's consent, she believing that the title was vested in her, in the month of March about, 1880.

In the month of August while the improvements and building was going on in this property, large amounts of money were being expended. My wife and I had a conversation with reference to the matter, and she discovered then that the property——

Q. 23. When did she then discover it?

A. I told her during the conversation, that I had taken the title in my name to the property, August, 1880. She was very much excited about it and insisted upon it that——

It is conceded that this testimony is taken subject to the motion of defendant's counsel to strike out, when the testimony shall be written out.

A. This was in the month of August, 1880. On Mrs. Graeffe's hearing this, she grew excited, and insisted upon my making a conveyance of the property to her at once. I promised to do so. She made me promise I would attend to it at once, and I promised to do so. I neglected to attend to it. She never spoke to me about it again until the first of March, 1881. On that date I deeded the property to her brother.

69 Q. 24. At whose request?

A. At Mrs. Graeffe's request. She sent for her brother to take charge of her affairs.

Q. 25. Was that before or after March first?

A. Just prior to March first, 1881.

Q. 26. After this interview in August, and before the conveyance, on the first of March following, had you any conversation with Mrs. Graeffe in which she was informed as to where the required title of the property was?

A. What do you mean by that?

Q. 27. How did she know that it had not been conveyed to her?

A. She questioned me from time to time and I was forced to make acknowledgements to her that I had not as yet attended to the transfer.

Q. 28. When did she first question you, after the interview of August, 1880?

A. In that fall of 1880 and also in the spring.

Q. 29. When was it that you first told her that you had not transferred the title to her?

A. August, 1880.

Q. 30. And then you told her you were going to do it?

A. Yes.

Q. 31. After that when did you tell her you had not? Or did you tell her anything about it?

A. Yes, I told her later, with a promise to do it, and failed to do it.

Q. 32. When next, prior to March first, 1881?

A. Some time in February. I cannot tell the date, but it was at the moment when I was borrowing money from her to pay some drafts that were maturing. She then again learned that I had not made this transfer. I told her then, and she was very much excited about it.

Q. 33. Did any one else beside Mrs. Graeffe make any request of you to make this transfer?

A. Yes.

Q. 34. Who?

A. The president of the company—Schroeder.

Q. 35. Who besides Shroeder?

Objected to as immaterial and incompetent.

70 A. Mr. Garner, my wife's brother.

Q. 36. What business relation did you hold to Mrs. Graeffe, in relation to the management of her funds?

A. I was acting under a power of attorney.

Q. 37. For Mrs. Graeffe?

A. Yes.

Q. 38. About what was the total amount of Mrs. Graeffe's funds that came into your hands?

A. Without having the figures before me, I think about 110 to 120 thousand dollars.

Q. 39. Had you when you made the transfer of this property to Mrs. Graeffe through her brother, made any repayment or return to her of these moneys which came into her hands?

A. I had repaid her some six or seven thousand dollars.

Q. 40. Anything else?

A. Nothing else.

Q. 41. How is the consideration expressed in the conveyance to Mr. Garner made up? From what sources?

A. From the actual cost of the property.

Q. 42. What is the condition of accounts between Mrs. Graeffe and yourself, now?

A. I still owe her a balance of some seventeen or eighteen thousand dollars.

Q. 43. Is that after charging her with the transfer of the value of this property?

A. Yes.

Q. 44. Is that after charging her with all payments made to her?

A. Yes.

Q. 45. Have you since March first, 1881, had any interest in this property, of any kind?

A. None whatever.

Q. 46. Do you know Mr. William W. Payne?

A. I do not.

Q. 47. Do you know the cashier of the Second National Bank of Providence?

A. I should not know him if I saw him.

Q. 48. Have you ever had any conversation with either of those gentlemen in respect to the capital stock of the American Mills Company?

A. Yes.

Q. 49. With whom?

A. With a gentlemen at the Second National Bank in Providence.

Q. 50. You do not know what his name is?

71 A. I do not. I imagined it was Mr. Payne. I have not seen him since.

Q. 51. How often have you seen Payne?

A. If it was Mr. Payne, he was pointed out to me once after that by Mr. Phillips.

Q. 52. How many times have you conversed with the cashier?

A. Only once.

Q. 53. When did you have the conversation with the cashier of the Second National bank, of which you speak?

A. Some time in January, 1881.

Q. 54. Where was it?

A. In Providence.

Q. 55. Did you ever tell Mr. Payne or the cashier of the Second National bank, that the capital stock of the American Mills Company was $75,000 and that the sum was all paid in?

A. I never did.

Q. 56. Did you ever so state to any one?

A. I never did, to any one.

Q. 57. Do you know Mr. John P. Campbell?

A. I know a Mr. Campbell. I do not know that those are his initials.

Q. 58. What position does he hold in respect to the Second National bank?

A. He is a director in that bank.

Q. 59. Did you have any conversation with Mr. Campbell near or about February, 1881, in respect to borrowing some money?

A. Yes.

Q. 60. Did you at that time, or have you at any time, told Mr. Campbell that the real estate occupied by the American Mills Company at Warwick was your own individual property?

A. I did not.

Q. 61. Have you ever so stated to any one?

A. Not orally.

Q. 62. Have you in writing?

A. I have.

Q. 63. When, and to whom?

A. To several parties whose names I don't remember; I cannot give them. In the summer or fall of 1880, while construction was going on on the property, the improvements and the bills
72 were coming in for payment for the same, for materials and labor, the man in charge there persisted in having the bills made out to himself and the American Mills Company, and I was forced to send them back to the parties and ask them to make them out to me. Those are the only instances.

Q. 64. Did you in February, 1881, apply to Campbell for a loan of $25,000, and offer a mortgage on this property at Warwick, as security?

A. I did.

Q. 65. What statement did you then make to him in regard to this mortgage? Who was to execute it, or what consents, if any, were necessary?

Objection is taken to the form of the question.

A. The matter did not progress sufficiently far to warrant my going into that.

Q. 66. You did not say anything to him?

A. No.

Q. 67. What did he say when you asked him for the loan?

A. He said he was going to look at the property.

Q. 68. Did you ever ask for credit for yourself or for the American Mills Co., upon any ground or allegation that you were the owner of that property?

A. I never did.

Cross-examined.

By Mr. WARD:

Q. 69. What was your business at the time you were married?

A. Dry-goods business.

Q. 70. On your own account?

A. I was a clerk for C. B. and J. F. Mitchell & Co., a commission-house in New York.

Q. 71. How long did you remain in that business after you were married?

A. I left immediately after I was married.

73 Q. 72. You were married in 1870?

A. 1869—just the last of 1869.

Q. 73. Did you then go into business on your own account?

A. Yes; I went into the business of selling goods on brokerage for Philadelphia manufacturers.

Q. 74. On your own account?

A. Yes.

Q. 75. Did you have a partner?

A. No.

Q. 76. How long were you in that business?

A. For several years; at first, I sold goods for commission-houses in Philadelphia; they paid me a brokerage; they charged the goods and I sold them; then I went into the commission business some years after, when my wife had some money to loan me.

Q. 77. That was when, about?

A. I should say about 1872, somewhere along there.

Q. 78. Were you alone?

A. No, I had a partner; it was Graeffe and Foster.

Q. 79. And you borrowed money of your wife, to go into that business?

A. Yes, or rather, her uncle loaned me some money to go into business.

Q. 80. How long did that firm last?

A. I suppose a year or a year and a half.

Q. 81. Did you pay James P. Garner back that loan?

A. No.

Q. 82. Then, after that?

A. Then the firm of Graeffe & Shaw was formed.

Q. 83. Then how long did that firm last?

A. I think three or four years, until July, 1877.

Q. 84. How much capital did you have in that firm?

A. I had what I had been able to save from the money Mrs. Graeffe's uncle had loaned me; I think about two thousand dollars.

Q. 85. Did you have any more money in the business?

A. No.

Q. 86. Did you borrow money from your wife to put in there?

A. No.

Q. 87. Did you use any money borrowed from your wife in that business?

A. To a limited extent only.

74 Q. 88. About how much?

A. I could not tell; I may have borrowed $5,000, and I may have borrowed more.

Q. 89. When did Graeffe & Shaw dissolve?

A. I think in July, 1877.

Q. 90. At the time Graeffe & Shaw dissolved, I understand you only had borrowed for that account from your wife probably something over $5,000?

A. I cannot tell, I do not remember; I had the custody of some of her funds, and I do not remember how much I used; I should imagine very little.

Q. 91. After you dissolved partnership with Mr. Shaw, what did you do?

A. I went along alone for some time until my assignment.

Q. 92. How much capital did you have in that business?

A. Of my own, only that which I had saved from the original loan from Mr. Garner.

Q. 93. That was about a thousand or two dollars?

A. Yes.

Q. 94. How much capital were you using in that business?

A. Not any fixed amount.

Q. 95. Where are your books?

A. In the hands of Mr. Gulick, my assignee.

Q. 96. Did you not have, on January first, 1878, some $40,000 and odd, of money invested in that business?

A. Not of my own.

Q. 97. Of anybody's?

A. I may have borrowed that amount from parties, and have used it for carrying on the business.

Q. 98. From whom did you "borrow" it?

A. From Mrs. Graeffe.

Q. 99. Is it not a fact that when Graeffe & Shaw dissolved, and you opened your own books, that your capital stock was credited with $20,000 odd?

A. Not that I am aware of, at any rate I do not remember it.

Q. 100. Where is Mr. Gulick; can you get the books that are in his possession?

75 A. I do not know that the old books are in his possession; the old books were removed by Mr. Gulick; I really do not

know where they are; he is at 191 Broadway; those books were stored by him, away over in Day street, near the river, on the top floor of a sash and blind storehouse.

Q. 101. I understand that when the estate of your wife's uncle was settled up, when the real estate of her father was sold, the moneys and securities coming to her were received by you?

A. They were.

Q. 102. Are you able to state whether any of the securities received from James G. Garner's estate are now in her own possession?

A. There are some that have not been disposed of. They are in my care.

Q. 103. Can you state what they are?

A. Yes, they are some Rome & Dalton first-mortgage bonds. The property I now hold for her are fractional bonds—generally securities that are to be divided between the three. They were handed over to me to dispose of and divide between the three heirs. There is one certificate of one hundred shares of Minnesota Railway construction stock. That is Mrs. Graeffe's only.

Q. 104. What is the amount of the fractional certificate?

A. There are two or three shares of stock—one or two shares of Louisiana and Missouri River stock. There is one bond of the Selma, Rome & Dalton stock.

Q. 105. $2,000 bond?

A. Yes, there is a bond of the Red River Iron Manufacturing Company, also to be divided in three. I think Mr. Garner has possession of that.

Q. 106. The par value of those fractional securities amounts to about what?

A. I should say, within $3,000.

Q. 107. And all the rest of the securities have been turned over and sold?

A. Yes.

Q. 108. What connection had you with the firm of J. C. Schroeder & Co.?

A. I was a partner.

Q. 109. An equal partner?

A. No, I was principal partner.

76 Q. 110. What amount of capital had you in that concern?

A. There was no capital directly, as near as I can remember. I loaned the money.

Q. 111. What was the basis of your partnership?

A. That we were to go on, and I may have contributed a thousand dollars. I don't remember. I can produce the articles of partnership.

Q. 112. The business of that firm was what?

A. The manufacturing of woolen and cotton goods.

Q. 113. What was the amount of the firm's capital?

A. I do not remember. I think three or four thousand dollars.

Q. 114. When did that firm start?

A. In 1879.

Q. 115. How much money did you loan them?

A. I cannot tell how much I loaned them—how much they owed me at any one time, until it was merged in the American Mills Co. Then they owed me some $55,000.

Q. 116. Was that your money?

A. No.

Q. 117. Whose money was that?

A. It was money that I borrowed.

Q. 118. From whom?

A. Mrs. Graeffe.

Q. 119. Do you know how much money you had invested at any time in business in New York, after the dissolution of Graeffe & Shaw prior to your assignment?

A. No, I cannot say.

Q. 120. Can you come anywhere near it?

A. No, I cannot.

Q. 121. Whatever money you expended, aside from the two or three thousand dollars, all the capital you invested was money "borrowed" from your wife's estate?

A. Yes.

Q. 122. Do you remember the value of merchandise received by you from the American Mills Company while they were in existence?

A. My books would tell that exactly. I could hardly give an approximation to that without reference to a memorandum which I have in my pocket.

77 Q. 123. Look at your memorandum?

A. I should approximate it at about $94,000.

Q. 124. Can you state from any memorandum in your possession, how much money in cash you paid to the American Mills Company or for their account, during their existence prior to the assignment I mean now in cash?

A. I can approximate that; about $47,000. Then I paid out for carriage and storage and my commission, about $8,500 more making about $55,000 cash.

Q. 125. Your commission amounted to how much?

A. I have only lumped the commission and carriage, and interest, in the $8,500.

Q. 126. What do you mean by interest?

A. Interest on advances—on the money sent them.

Q. 127. Were any part of these moneys—these $47,000 the proceeds on discounts for their obligations?

A. Part of it was cash that I sent them, for discount by me, of their drafts.

Q. 128. You took their drafts and discounted them?

A. Yes.

Q. 129. Have those drafts been paid?

A. Some of them.

Q. 130. How many?

A. About $8,000.

Q. 131. The balance have not been paid?

A. No.

Q. 132. What proportion of that money was the proceeds of drafts discounted?

A. I sent $38,000 in cash for drafts that I discounted for.

Q 133. Of which about $8,000 have been paid?

A. Yes.

Q. 134. Leaving them still liable on $30,000?

A. Yes, making me liable.

Q. 135. Are they not liable?

A. If I do not pay it, they are.

Q. 136. So that in return for $94,000 of goods received, you sent them about $24,000 in cash?

A. And then I sent them about $70,000 besides, that they still hold.

Q. 137. Which you have not paid?

A. I paid some of that.

78 Q. 138. How much?

A. About $9,000.

Q. 139. That makes about $17,000 all told, which you have paid, of the drafts?

A. Yes.

Q. 140. Were any part of those drafts paid with the proceeds of new drafts?

A. Yes.

Q. 141. How much?

A. I could not tell you because one draft was not directly made to offset another one, but the understanding was that they should send acceptances.

Q. 142. Do you mean to say that the goods on hand were not worth the amount at any time, of $34,000?

A. The advances were greater than that.

Q. 143. What cash advances did you make then?

A. There were other than cash advances.

Q. 144. What were they?

A. They were paper advances. I accepted their drafts, and they used them, and I charged that to them as so much paper advanced them, bills payable.

Q. 145 And you consider that so far as they are concerned, that was equivalent to payment on account of the goods?

A. Yes.

Q. 146. You considered when you accepted a draft, that that was payment of so much money?

A. That was an advance to them on account of goods consigned.

Q. 147. An "advance" would be an advance of cash, would it not?

A. An advance of bills payable.

Q. 148. If you never pay the bills it would be so much out on account of the goods?

A. That condition did not exist at that time.

Q. 149. It has existed since, has it not?

A. Yes.

Q. 150. As a matter of fact, such of their drafts as you accepted, and which matured prior to the failure, and were taken up, were taken up with the proceeds of new acceptances, were they not?

A. Well, or borrowed money.

Q. 151. How many of them were taken up with "borrowed" money?

A. I cannot say.

79 Q. 152. Money "borrowed" from whom?

A. From Mrs. Graeffe.

Q. 153. And you cannot say how much that amounted to?

A. I cannot say what the proportion was.

Q. 154. What do you think about it?

A. I cannot say.

Q. 155. As a matter of fact of the company's drafts accepted by you which have not been paid, and were charged to them, there is now about $58,000, is there not?

A. Of the drafts that were made, that were accepted by me that were not paid, there is in the neighborhood of $59,000.

Q. 156. They gave you their drafts which you accepted and got discounted, did they not?

A. Yes.

Q. 157. And which have not been paid?

A. Yes.

Q. 158. To the amount of how much?

A. The difference between the $59,000 or $60,000, and the total amount of the paper out now, is about $90,000? Yes.

Q. 159. And there are about ($30,000) thirty thousand dollars or more of the American Mills Company's drafts which you got discounted for your own benefit and got the money on?

A. It was accommodation paper of the American Mills Company, according to agreement.

Q. 160. Did you get that amount of drafts discounted?

A. Yes, at different times, to meet maturing drafts.

Q. 161. To meet maturing drafts of the American Mills Company?

A. Yes.

Q. 162. I understand that you paid all drafts maturing, drawn on you by the American Mills Company and accepted by you, and charged to them as so much cash, about $17,000?

A. There were none of the acceptances charged to them, that were charged as so much cash. I have an exact abstract of my books.

By Mr. THAIN:

Q. 163. Have you it in detail?

80 A. Yes, everything from the first advance I ever made to the American Mills Company down to the final balance they owed me.

Cross-examination of ALBERT J. GRAEFFE resumed by Mr. WARD:

Q. 164. In your cross-examination, speaking of the firm of J. C. Schroeder & Co., I asked you how much money you loaned them and you replied, "I cannot tell how much I loaned them; how much they owed me at any one time until it was merged in the American Mills Co. Then they owed me some $55,000." What do you mean by merged in the American Mills Co.?

A. I mean that when the American Mills Co. was formed, I took stock in the American Mills Co., for that which J. C. Schroeder & Co. owed me.

Q. 165. Please state what was the method of organizing the American Mills Co.?

A. The taking of an inventory of the property of J. C. Schroeder & Co., and then, giving the members of J. C. Schroeder & Co. stock of the American Mills Company, to represent their interest in the inventory of J. C. Schroeder & Co.

Mr. THAIN: Let me ask right here: The firm of J. C. Schroeder & Co. practically became the American Mills Company?

A. Yes, sir.

Mr. THAIN: Instead of a firm the same people became a corporation?

A. Exactly.

Q. 166. The incorporators of the American Mills Company were who?

A. Were the members of the firm of J. C. Schroeder & Co.

Q. 167. You and Schroeder and Edward L. Graeffe were the three incorporators?

A. Yes, sir.

Q. 168. You organized the corporation and then turned over to the corporation all the assets of J. C. Schroeder & Co., and the corporation assumed the liabilities of J. C. Schroeder & Co. Was 81 that the way of it?

A. No, there was no stipulation made that they should assume the debts of J. C. Schroeder & Co. The debts of J. C. Schroeder & Co. were all paid. There were no arrangements made.

Q. 169. There were no debts of J. C. Schroeder & Co.?

A. I do not believe there were at the time of the transfer except to me.

Q. 170. Did they not owe you $55,000?

A. Except to me.

Q. 171. Did not they owe Schroeder anything?

A. Yes: he had some interest in J. C. Schroeder & Co.

Q. 172. And E. L. Graeffe?

A. He had no interest: after an inventory was taken there was no interest left in Edward L. Graeffe.

Q. 173. You mean then that an inventory of the property of J. C. Schroeder & Co. showed that according to the appraisement it was about equal in value to the amount of money that J. C. Schroeder & Co. owed you and owed J. C. Schroeder?

A. Yes, sir.

Q. 174. And the fact was, that that property was all turned over to the American Mills Company?

A. Yes, sir.

Q. 175. And for the cash value of that property as estimated or appraised, they issued to you stock of the par value of the indebtedness of J. C. Schroeder & Co. to you? Is that the way the thing was worked?

A. No, they did not issue stock of J. C. Schroeder & Co.

Q. 176. Stock of the American Mills Company?

A. I do not know as to its cash value.

Q. 177. Appraised value?

A. It was appraised valuation. They issued stock to me of the American Mills Company for that.

By Mr. THAIN:

Q. 178. J. C. Schroeder & Co. did not owe you anything; you had a certain interest in that firm?

A. Exactly.

82 Q. 179. Your interest in that firm amounted to a certain sum?

A. Yes, sir.

By Mr. WARD:

Q. 180. J. C. Schroeder & Co. were organized with a capital of three or four thousand dollars?

A. I believe so, yes.

Q. 181. And they were in the business of manufacturing in Philadelphia?

A. Yes.

Q. 182. And you sold their goods for them?

A. Yes.

Q. 183. And you advanced them money, from time to time, as they needed it, accepted drafts, and that sort of thing?

A. Yes.

Q. 184. And at the time they ceased doing business they were in your debt some $50,000 to $55,000, for advances?

A. I believe so.

Q. 185. That is the fact?

A. That is true.

Q. 186. Then you concluded to dissolve the firm of J. C. Schroeder & Co., and turn it into a corporation?

A. Yes, sir.

Q. 187. And you had an inventory of the property of J. C. Schroeder & Co. and made an appraisement of the property?

A. Yes.

Q. 188. And you estimated according to the appraisement, that the value of that property was about equal to the money that J. C. Schroeder & Co. owed you and John C. Schroeder?

A. Well, I cannot tell you now what the inventory of appraisal footed up. I do not know whether it was as much as they owed me

and Mr. Schroeder, or whether it was less; whether it was more or less, I have forgotten. The difference was not great, if there was any.

Q. 189. Whatever the amount of the appraised value was, that property was turned over to the American Mills Company?

A. Yes, sir.

Q. 190. As their property?

A. Yes.

Q. 191. And in return for it, they issued to you capital stock to the amount of how much?

A. $50,000.

83 Q. 192. And to John C. Schroeder some more?

A. Some two or three thousand dollars. And then there was a balance due me, I think—I am quite sure now, of some four or five thousand dollars.

Q. 193. For which you——

A. For which I received nothing.

Q. 194. Does that still stand on your books as a claim against J. C. Schroeder & Co.?

A. The result of the appraisal and inventory of J. C. Schroeder & Co. I am not sure that that is entered upon my books of account.

Q. 195. Does this call it to your mind; do you remember that the merchandise belonging to J. C. Schroeder & Co. was inventoried at $36,704.57, the machinery at $21,379.56, and the fixtures, furniture, cash and suspense account at $1,986.61?

A. I do not remember those figures.

Q. 196. Have you any means at your disposal of verifying those figures?

A. All the private books that I kept I lost in Morrell's fire; they were in the safe there.

Q. 197. You never had J. C. Schroeder & Co.'s books?

A. I have not.

Q. 198. Who has those?

A. I do not know; I may have some of them; I do not remember. I had a safe at my house, and when I gave up housekeeping it was put in Morrell's and it was burnt.

Q. 199. How was the American Mills Company organized as to officers? Who was the president of it?

A. Mr. Schroeder was president, and I was treasurer.

Q. 200. Who was secretary?

A. Edward L. Graeffe.

Q. 201. You remained as treasurer until the failure of the company?

A. Yes, sir.

Q. 202. And you were also their selling agent in New York, were you not?

A. Yes, sir.

Q. 203. Selling their goods for them?

A. Yes, sir.

Q. 204. You say you cannot tell by any memorandum in your

possession precisely the amount of your claim against J. C. Schroeder & Co.?

84 A. Not that I know of. I know this, that I got $50,000 worth of stock in the American Mills Company, and there were four or five thousand dollars due me after that.

Q. 205. Have not you any books of your own?

A. I may have some memoranda from which I could get figures, but I should have to look for them.

Q. 206. The American Mills Company was organized in 1880?

A. Yes, sir.

Q. 207. In May, was it not?

A. I believe in April or May.

Q. 208. J. C. Schroeder & Co. was organized when?

A. About some time in 1879.

Q. 209. And in existence about a year?

A. I think so.

Q. 210. Have you your books here; the books of your own business?

A. Yes.

Q. 211. From what period to when?

A. From about 1876 to 1881.

Q. 212. Have you not a ledger account with J. C. Schroeder & Co.?

A. I believe so (producing books).

Q. 213. Have you found your ledger account?

A. I have.

Q. 214. And does that show the balance due from J. C. Schroeder & Co. to you?

A. It does not in full.

Q. 215. What balance is shown there as due to you?

A. The balance of our merchandise account for moneys that I advanced them, and for drafts of theirs that I accepted, debts and credits on merchandise that I sold for them, and the difference is brought down in balance; but there is not included in this the balance that they owed me after I had taken the $50,000 worth of stock in the American Mills Co.

Q. 216. What do you mean by that?

A. I know that they owed me, besides my share in the inventoried property of J. C. Schroeder & Co., amounting to some fifty-odd thousand dollars, some four or five thousand dollars more

85 than I took stock for in the American Mills Co., and that those transactions are not entered on my books—my business ledger. They were kept by me in a private book.

Q. 217. The book which you have now produced, this ledger, is the regular ledger kept in the ordinary course of your business?

A. Yes, sir.

Q. 218. And so far as you know, it was kept accurately, was it not?

A. Yes, sir.

Q. 219. And records all your regular business transactions?

A. Yes, sir.

Q. 220. Was it kept by you personally?

A. No, sir.

Q. 221. Who did keep it?

A. A book-keeper, I have forgotten his name.

Q. 222. Under your supervision?

A. Mr. Atterbury kept the book.

Q. 223. Under your supervision?

A. In my store. He made all the entries in the books, and he got off his trial balances every month.

Q. 224. So far as you know, or have any reason to suppose, the books were accurately kept?

A. Yes, sir.

Q. 225. You so intended they should be?

A. Oh, certainly.

Q. 226. And you have no reason to doubt their accuracy?

A. I am quite sure they are correct.

Q. 227. The set of books, of which this ledger is a part, simply show your dealings with J. C. Schroeder & Co. as their selling agent?

A. Yes, sir.

Q. 228. That is merchandise received from them for sale, moneys received for that merchandise, moneys advanced to them, commissions and other expenses of the sale charged against them?

A. Yes, sir.

Q. 229. But you were, as a matter of fact, a partner in J. C. Schroeder & Co.?

A. Well, I did not figure in the articles of copartnership. I was a partner.

Q. 230. As a matter of fact?

A. As a matter of fact, I was a partner.

Q. 231. And as a matter of fact these books do not pur-
86 port to record any transactions of J. C. Schroeder & Co., in which you were interested?

A. No, sir.

Q. 232. But according to these books at time of the dissolution of J. C. Schroeder & Company, and the formation of the American Mills Company, there was owing from Schroeder & Company, to you a balance of how much?

A. My interest.

Q. 233. According to these books?

A. $48,614.13.

Q. 234. And for that balance of indebtedness in consideration of the transfer to it, of the assets of J. C. Schroeder & Company, the American Mills Company issued you stock at par?

A. No; in consideration of my interest in the firm of J. C. Schroeder & Company, of some fifty-five thousand dollars, the American Mills Company issued to me fifty thousand dollars worth of stock.

Q. 235. Your idea of your interest in J. C. Schroeder & Company is as I understand it, first the money which J. C. Schroeder & Company owed you as shown by these books; and secondly the interest

which you were entitled to, as a partner of J. C. Schroeder & Company, in their assets?

A. Yes.

Q. 236. And for the two together you got from the American Mills Company, in consideration of the receipt by its of the assets of J. C. Schroeder & Company, $50,000 in stock?

A. Yes; and then there was a credit of some four or five thousand dollars, for which I have not been paid.

Q. 237. Now, what do you mean by that?

A. According to the appraisement, the inventory of J. C. Schroeder & Company's property, my interest there was some $55,000, and Mr. Schroeder's some twenty-odd hundred dollars, and Mr. Schroeder got stock for his twenty-odd hundred dollars, and I got $50,000 worth of stock, leaving some four or five thousand dollars due me from J. C. Schroeder & Company. That credit to me the American Mills Company assumed.

87 Q. 238. And undertook to pay?

A. Yes, that was the understanding.

Q. 239. You say there were no other debts owing by J. C. Schroeder & Company, except the debt to you and to J. C. Schroeder. Now, are you quite sure that there were not claims due other people amounting to but $7,600?

A. Well, it is so long ago, I would not like to say.

Q. 240. I want to give you a chance to see?

A. No, because there were some bills that they owed, that I paid afterward. I can show here that I paid quite a large amount of them.

Q. 241. The transfer of the assets of Schroeder & Company, to the American Mills Company, was effected at about what date?

A. The first of September, I believe, 1880.

Q. 242. You can make a statement right here that subsequent to that date you paid for account of J. C. Schroeder & Company, those sums of money.

A. I will just merely make that statement, that subsequent to the 1st of September, 1880, I paid for J. C. Schroeder & Company, some fifty-one or fifty-two hundred dollars cash.

Q. 243. Your course of business with J. C. Schroeder & Company was practically continued with the American Mills Company, was it not?

A. Yes, sir.

Q. 244. They forwarded you goods for sale after they began to manufacture?

A. Yes.

Q. 245. And you sold goods for commission?

A. Yes.

Q. 246. And they from time to time drew drafts on you, which you accepted?

A. Yes.

Q. 247. And some of which they got discounted?

A. Yes.

Q. 248. Others of which you got discounted and forwarded them the proceeds of?

A. Yes.

Q. 249. And there were still other drafts drawn on you by
88 the American Mills Company, and accepted by you, which you got discounted and received the avails of for your own use?

A. No; there was an account to meet maturing drafts of theirs.

Q. 250. Are you sure about that?

A. As a matter of mutual accommodation.

Q. 251. Are you sure about that?

A. Yes, sir.

(Previous six questions and answers read.)

Q. 252. You still think that answer is correct?

A. Certainly.

Q. 253. Now, do you remember——

The WITNESS: May I make an explanation?

Q. 254. Yes.

The WITNESS: As the advances were very much in excess of the value of the goods that they consigned to me, and as they were always indebted to me in the amount of some thirty or forty thousand dollars in excess of the value of the property that I held as security, it was understood and arranged between us, that they should as a matter of accommodation let me use their endorsed drafts, their drafts endorsed by themselves to meet maturing obligations.

Q. 255. All the drafts of the American Mill Co. on you which were accepted by you and discounted by you, or returned to them for discount, were numbered, were they not?

A. Yes, all the drafts were numbered.

Q. 256. Have you any book here to which you can refer, by which you can tell me what became of draft No. 1 dated August 30th, 1880, at four months?

A. Yes, sir.

Q. 257. Just look and see now if you can tell?

A. I can tell you.

Q. 258. Was that the first draft that was drawn by the American Mills Co. on you?

A. Yes, sir.

Q. 259. Well, what became of that draft?
89 A. They sent it to me and I sent them the cash for it.

Q. 260. Was it paid when it matured?

A. It was, $3,500 paid on the 2nd of January, 1881.

Q. 261. Draft No. 2 was dated October 2d, 1880, at four months, was it not?

A. Yes.

Q. 262. That was the second draft drawn on you?

A. Yes, sir.

Q. 263. For how much money?

A. $2,500.

Q. 264. What became of it?
A. I discounted it for the American Mills Co.
Q. 265. And sent them the money?
A. And sent them the money.
Q. 266. Was that draft paid at maturity?
A. It was.
Q. 267. What was the next draft drawn by them on you?
A. Draft No. 3.
Q. 268. What became of that?
A. It was used as accommodation paper.
Q. 269. By whom?
A. It was sent to me by them and it was used by me. It was accommodation paper as had been understood, and I paid it afterward.
Q. 270. Just tell me what was done; did you send them the money for it?
A. No, I did not charge it to them.
Q. 271. Did you discount it and get the money for it?
A. I did.
Q. 272. And it was for how much money?
A. $3,500.
Q. 273. You discounted it and got the money for it yourself?
A. But I did not get any money for the first one No. 1, for the same amount, No. 1 for $3,500. I discounted for them and never got it discounted myself.
Q. 274. What do you mean by that?
A. I discounted it for them and laid it away; never used it.
90 Q. 275. And draft No. 3 substantially took its place?
A. I got that discounted.
Q. 276. And used the money?
A. And used the money.
Q. 277. For the advance to the company for draft No. 1?
A. I cannot say that it was used for any particular draft, but it was the understanding that they were to let me have the use of their paper.
Q. 278. What was the date of draft No. 3?
A. October 10th.
Q. 279. What day did you send them that money, the proceeds of draft No. 3?
A. I said that I did not send them the proceeds. I sent them the proceeds of draft No. 1, also of No. 2.
Q. 280. So that draft No. 1 was never discounted?
A. I discounted it for the American Mills Co.
Q. 281. And you paid it when it matured?
A. Paid it when it matured.
Q. 282. Draft No. 3 you discounted and did not send the money to the American Mills Co., and that was paid when it matured. Draft No. 4, was dated?
A. October 11th.
Q. 283. For how much?

A. Four thousand dollars, that was accepted by me and returned to the American Mills Company.

Q. 284. And paid by you at maturity?

A. Paid by me at maturity.

Q. 285. Draft No. 5?

A. Dated October 12th, $2,000. I accepted it and returned it to the American Mills Co.

Q. 286. And paid it when it was due?

A. Paid it at maturity.

Q. 287. Draft No. 6?

A. Dated October 25th, $2,000. I sent them a check for it; discounted it for them and paid it at maturity.

Q. 288. Draft No. 7?

A. October 28th, $2,500. I sent them the money for it.

91 Q. 289. You discounted it?

A. I discounted it for them and sent them cash for it.

Q. 290. Has that draft ever been paid?

A. No.

Q. 291. Still outstanding?

A. It matured on the day of my suspension.

Q. 292. Draft No. 8?

A. That is dated Nov. 1st, $2,500. I sent the American Mills Company the money for it, and that matured the day after my suspension.

Q. 293. That has not been paid?

A. It has not.

Q. 294. Draft No. 9?

A. That is dated November 6th, $3,100.40. I returned it to the American Mills Co., and they sent it to William A. Griswold & Co., of Philadelphia, to pay a bill for material—yarns.

Q. 295. Was that paid?

A. No.

Q. 296. When you say that you sent these other drafts to them, did you procure their discount and send——

A. I did not. I sent the draft to them.

Q. 297. When you said you sent them the money for it?

A. I mean to say that I drew a check and sent them the money in exchange for the acceptance.

Q. 298. And afterwards got the drafts discounted for them—I mean in some instances?

A. Yes.

Q. 299. Excepting No. 1?

A. Excepting No. 1.

Q. 300. In all cases you got somebody else to discount the drafts?

A. In those instances where I did not return them the drafts, of course.

Q. 301. Now, draft No. 10?

A. That is dated Nov. 4th, $2,500. I sent the American Mills Co., cash for it, and it was not paid; matured after my assignment.

Q. 302. Did you get that draft discounted?

A. Yes.

Q. 303. Now, the next draft was number what?
A. The next draft was No. 12.
Q. 304. No. 11 never was used?
A. No. 11 never was used, I imagine; I have no record of it.
Q. 305. No. 12?
A. It was dated November 8th, for $2,500. I sent the
92 American Mills Company a check for it; it matured on the 11th of March, after my assignment.
Q. 306. And you got that draft discounted?
A. Yes.
Q. 307. And it never was paid. What was the number of the next draft?
A. These drafts were discounted at a considerable period after I had sent the American Mills Co., the cash in every instance.
Q. 308. What was the next draft to No. 12?
A. The next draft is No. 2160, that is dated Nov. 11th, $2,000. I returned that draft accepted to the American Mills Co.
Q. 309. And they got it discounted?
A. I do not know what they did with it.
Q. 310. Then the next number is 2161?
A. Dated November 12th, $2,000. I also returned that to the American Mills Co.
Q. 311. No. 2162?
A. That is November 13th, $3,000. I sent the American Mills Co., cash for it.
Q. 312. None of these last three drafts have been paid?
A. No.
Q. 313. And that last one 2162, was afterwards discounted?
A. Yes.
Q. 314. 2163?
A. Dated Nov. 19th, $2,500. I sent the American Mills Co., a check for it.
Q. 315. You got that 2163 discounted?
A. Yes.
Q. 316. And that has not been paid?
A. No.
Q. 317. 2164?
A. Dated November 23d, $2,500. I sent the American Mills Co. cash for it.
Q. 318. And did you afterwards discount that draft, or have it discounted?
A. Yes.
Q. 319. And that is outstanding and unpaid?
A. Yes.
Q. 320. 2165?
A. Dated November 26th, $3,500, that was accommodation paper.
Q. 321. What was done with that?
A. They sent it to me and I had it discounted.
93 Q. 322. Received the avails of it yourself?
A. Received the avails to meet their paper.

Q. 323. You received the avails yourself; you did not send it to them?

A. I did not send it to them.

Q. 324. What is the next one?

A. 2167.

Q. 325. 2166 was not used apparently?

A. I do not know whether it was; I think not. I have no account of it that it was.

Q. 326. 2167?

A. Dated December 1st, $3,000, that was likewise accommodation paper.

Q. 327. You had that discounted?

A. Yes.

Q. 328. And received the avails yourself?

A. I used the avails.

Q. 329. You got them yourself?

A. Yes, sir.

Q. 330. And you did not send them to the mills company?

A. No.

Q. 331. The next one was what?

A. That is, I did not send them the entire proceeds of these discounts, although of course, these moneys were used in the general business way. I made them cash advances as well as paper, as I am able to show.

Q. 332. What is the next one?

A. 2168; dated December 2d, $2,500. I accepted this draft and returned it to the American Mills Company.

Q. 333. And that is still outstanding and unpaid?

A. Yes. The next is No. 2170, dated December 8th, $3,000, that was accommodation paper.

Q. 334. And that you discounted and received the avails of yourself?

A. Yes, sir.

Q. 335. And that had not been paid?

A. No.

Q. 336. The next one?

A. 2171, dated December 11th, $2,500. I sent the American Mills Company cash for it.

Q. 337. They afterwards got it discounted?

A. Yes.

Q. 338. And it is still unpaid?

A. Yes.

Q. 339. 2172?

A. Is dated December 14th, $3,000. It was accommodation paper.

94 Q. 340. That you got discounted?

A. Yes.

Q. 341. Received the avails of it yourself?

A. Yes.

Q. 342. And it has not been paid?

A. No.

Q. 343. 2173?

A. December 17th, $3,000. I accepted this and returned it to the American Mills Company.

Q. 344. And that has not been paid?

A. No.

Q. 345. 2174?

A. Dated December 20th, $3,000, accommodation paper.

Q. 346. That you got discounted and received the avails of yourself?

A. Yes.

Q. 347. And that is still unpaid?

A. Yes.

Q. 348. 2175?

A. December 23d, $3,000, accommodation paper.

Q. 349. That you got discounted, and received the avails of yourself?

A. Yes.

Q. 350. And that has not been paid?

A. No.

Q. 351. 2176?

A. December 27th, $20,000. I sent the American Mills Company cash for this draft.

Q. 352. That is still outstanding and unpaid?

A. Yes. 2177; December 30th, $3,000, that is accommodation paper.

Q. 353. Which you got discounted and received the avails of yourself?

A. Yes.

Q. 354. And that is still outstanding and unpaid?

A. Yes. 2178; December 10th, $4,000. I accepted this draft and sent it to the American Mills Company.

Q. 355. That is still outstanding and unpaid?

A. Yes, 2179; Dec. 16th, $2,000. I accepted this and returned it to the American Mills Co.

Q. 356. And that is still outstanding and unpaid?

A. Yes, 2180; January 24th, 1881, $3,000, I sent the American Mills Co. cash for it.

Q. 357. And did you afterwards get it discounted?

A. Yes, sir.

Q. 358. And that is still outstanding and unpaid?

A. Yes.

95 Q. 359. 2181?

A. January 7th, $3,000, accommodation paper.

Q. 360. You got that discounted and received the avails yourself?

A. Yes.

Q. 361. 2182?

A. January 12th, $3,000, accommodation paper.

Q. 362. That you got discounted and received the avails yourself?

A. Yes.

Q. 363. And that is still outstanding and unpaid?
A. Yes.
Q. 364. 2183?
A. January 17th, $3,000 I sent the American Mills Company cash for this draft.
Q. 365. And afterwards got it discounted?
A. Yes.
Q. 366. And it is still unpaid?
A. Yes; No. 2185, January 27th, $3,000.
Q. 367. That you got discounted and received the avails of yourself?
A. Yes, that I got discounted.
Q. 368. And that is still unpaid?
A. Yes.
Q. 369. 2186?
A. January 31st, $3,000 accommodation paper.
Q. 370. Which you got discounted and received the avails of yourself, and that is still unpaid?
A. Yes, sir.
Q. 371. 2187?
A. December 21st, 1880; that is one that has been overlooked here in the account, $2,500. I accepted this draft and sent it to the American Mills Co.; returned it to them.
Q. 372. And that has not been paid?
A. No.
Q. 373. 2188?
A. Dated January 20th, 1881, for $3,500, and likewise accepted and returned to the American Mills Company.
Q. 374. And that has not been paid?
A. No.
Q. 375. 2190?
A. Dated December 14th, 1880, for $2,988.36; I returned it accepted to the American Mills Co.; accepted it, and they paid it to some concern for yarns, material, machinery or something.
96 Q. 376. Has that been paid?
A. Yes, sir; that has been paid?
Q. 377. What is the next one?
A. 2191; that is dated Feb. 18th, 1881, $1,000; I accepted this draft and returned it to the American Mills Company.
Q. 378. And that has not been paid?
A. No.
Q. 379. 2192?
A. February 25th, $2,000. I accepted this and returned it to the American Mills Company.
Q. 380. And that has not been paid?
A. No.
Q. 381. And the next one?
A. That is all.
Q. 382. 2193?
A. That one is not in existence I believe. It says here 2193 cancelled. My memorandum here says, that 2193 was drawn by the

American Mills Company on me and I accepted it and sent it to them, and then the difficulty came and it was cancelled, not used.

Q. 383. It has not been paid?

A. Never been paid and never been issued, except I accepted it and sent it to the Mills Co., by their request and it was not used.

Q. 384. Now these drafts which you have spoken of as accommodation paper and which appear to have been discounted by you and the avails received by you, were drafts of which the proceeds went into your general cash, did they not?

A. Yes.

Q. 385. And whatever became of the proceeds will appear by your books of your business?

A. Yes. In connection with that answer that I just made about the proceeds of this accommodation paper going into my general cash, I should add, that from such cash I made other advances in cash to a considerable amount to the American Mills Company.

Q. 386. They all appear on your books of account, do they?

A. Yes, sir.

Q. 387. And are charged against the American Mills Company in their general account with you?

A. Yes, sir.

97 Q. 388. The drafts which you accepted, and either returned to the American Mills Company, or forwarded them the cash for, are charged against them in general account, are they not?

A. They are.

Q. 389. The full amount of the drafts?

A. Yes.

Q. 390. Do your books show all the money which was received by you, and which went into your general cash in the business?

A. Yes.

Q. 391. The money which was received by you, and did not go into your general cash in your business, does not appear on your books at all, does it?

A. I do not think there is any such. I do not think there was any such money.

Q. 392. If there had been it would not appear on your books?

A. If it did not go into my general cash?

Q. 393. Yes.

A. Certainly not.

Q. 394. Were you in the habit of furnishing the data from which the entries in your books were made to your book-keeper? How was that?

A. No; he took them. He went right on in the usual way book-keepers work.

Q. 395. For instance in discounts and that sort of thing?

The WITNESS: You mean with respect to the discounts of drafts?

Q. 396. Yes.

A. Drew checks for them.

Q. 397. When you got a draft discounted at the bank, or anything of that sort, how would he get hold of that? How would he know of the transaction from memoranda from you?

A. Why, it would be entered in the deposit book, and he would take his figures from that; that was the original memorandum for him.

Q. 398. Supposing you took a loan outside?

A. Then a statement would come in from the parties who made the advances.

Q. 399. Supposing you borrowed money temporarily, did you give him a memorandum?

98 A. I either gave him the money with the memorandum, or the parties from whom I borrowed it would send it in with a memorandum.

Q. 400. In your cross-examination I asked you regarding your going into business with Graeffe & Foster as Graeffe & Foster, and you said Mrs. Graeffe's uncle loaned you some money to go into business. Do you remember how much that was?

A. $2,500.

Q. 401. After Graeffe & Foster expired, then Graeffe & Shaw was formed?

A. Yes, sir.

Q. 402. And you put into that what was left from that loan of your wife's uncle?

A. Yes, sir.

Q. 403. Graeffe & Shaw lasted how long?

A. From about 1871. I think it was later than 1871. Probably 1873 until the summer of 1877, Graeffe & Shaw.

Q. 404. Have you your account with Graeffe & Shaw here?

A. Yes.

Q. 405. When Graeffe & Shaw dissolved, how was it arranged? How was the dissolution? Did you divide, or did Shaw simply go out, or what?

A. Simply Shaw went out. I was to continue the business, and was to take the accounts that we had, the consignments, and I was to borrow money to carry the advances that had been made by Graeffe & Shaw upon such consignments, and pay Shaw from time to time as I could the amount that was in the business to his credit.

Q. 406. What amount was there standing to your credit on the books of Graeffe & Shaw when that concern dissolved?

A. About $20,000.

Q. 407. That was made up how?

The WITNESS: Sir?

Q. 408. How was that made up?

The WITNESS: What do you mean?

Q. 409. Was it money that you put into the firm?

A. Money that I had borrowed to put into the concern.

Q. 410. And that had been borrowed by you of whom?

99 A. I borrowed that money of Mrs. Shaw, as executrix of the estate of her husband, deceased, my partner's father.

Q. 411. Was that $20,000 repaid to Mrs. Shaw?

A. Yes.

Q. 412. When?

A. Well, the ledger does not show that transaction. I shall have

to look through the journal. It does not give the names of the parties. It merely gives the cash entry. I know that loan was repaid to Mrs. Shaw.

Q. 413. How long afterwards, within what period?

A. Within a year.

Q. 414. Within a year after the date of the loan?

A. Within a year after the date of the loan.

Q. 415. And that was when?

A. Assuming that this entry on the ledger of Feb. 7th, 1876, of $20,000, was that $20,000 of Mrs. Shaw.

Q. 416. Cannot you tell by looking at the journal?

A. I find the journal of that transaction is not here.

Q. 417. That was paid back before Graeffe & Shaw dissolved?

A. Yes.

Q. 418. You think it was paid back before the dissolution of the concern?

A. I think it was paid back before the dissolution of the concern.

Q. 419. Out of the profits of the business?

A. No, I borrowed the money from Mrs. Graeffe.

Q. 420. Prior to the dissolution of Graeffe & Shaw had you borrowed any more money from Mrs. Graeffe?

A. Yes.

Q. 421. How much in the aggregate?

A. I could not say without going through the books.

Q. 422. All the money that she loaned to Graeffe & Shaw as a firm was repaid prior to the dissolution?

A. Yes, sir.

Mr. THAIN: But the money you borrowed from her personally has not been repaid?

A. No, sir.

Q. 423. Can you by referring to the books there state how much money aside from the $20,000 you borrowed from Mrs. Graeffe and put into the business of Graeffe & Shaw, you individually had borrowed, not the firm?

100

A. Not without going through the books because some of the loans I made from her were repaid by me during that period, and they are not entered on the ledger, and I should have to go through the journal and pick out every item.

Q. 424. Can you work that up?

A. I can tell you exactly.

Q. 425. Do so. After the dissolution of the firm of Graeffe & Shaw you carried on business on your own account?

A. Yes.

Q. 426. Now will you look at the books of your own business as conducted after the firm of Graeffe & Shaw dissolved; is there any entry there which shows the amount to your credit on the books of Graeffe & Shaw when that terminated?

A. Yes.

Q. 427. Now what is that entry? Give us the date of it.

A. December 31st, 1877.

Q. 428. What is the entry? Give us the whole entry under that date?

A. "A. J. Graeffe's account, transferred from Graeffe & Shaw, in liquidation, $21,408.34."

Q. 429. Now that represents the amount standing to your credit in the stock account?

A. Yes, sir.

Q. 430. Of Graeffe & Shaw, and actually represents money that you borrowed from your wife?

A. Or Mrs. Shaw.

Q. 431. That had been paid?

A. I borrowed that December, 1877—I imagine it had been paid by that time.

Q. 432. And paid with money borrowed from your wife?

A. Yes, sir.

Q. 433. That $21,408.34 represents money that you borrowed from your wife and which was put to your own credit in capital stock account?

A. Exactly.

Q. 434. Is there any other entry there on the same day?

A. Yes.

101 Q. 435. Loan account?

A. Yes.

Q. 436. What is that entry, just give it to us.

A. "December 31st, loan account, $12,651.93." That $12,651.93 December 31st, 1877, appears in the loan account on my ledger as loans made to me by Mrs. Graeffe.

Q. 437. That represents money also that you borrowed from your wife?

A. Yes, sir.

Q. 438. And which you loaned and turned over to Graeffe & Shaw?

A. That was after. I am now working on the new firm of A. J. Graeffe.

Q. 439. So that up to that time you had in your hands, borrowed from your wife and used in your business, a total of——

A. Of about $34,000.00.

Q. 440. $34,060.27?

A. Yes, $34,060.27.

Q. 441. And those two sums together footed up is the amount of money which you had borrowed from your wife up to that time and which had not been repaid her?

A. Exactly.

Q. 442. Can you by referring to your books give me a statements of the moneys that you thereafter borrowed from your wife and put into your business?

A. I can by making a statement of it; by going through the books.

Q. 443. Just give me the items or run them down if you can in any way.

The WITNESS: You want to know what I have borrowed of Mrs. Graeffe?

Q. 444. Since the 31st of December, 1877, when the whole amount that you had was about $34,000. What else have you borrowed since then?

A. From $65,000 to $70,000, including interest.

Q. 445. Can you run down any account there that will enable you to give the items?

A. I will go on as near as I can. February 9th, 1878, this is after the $34,000——

Q. 446. Beginning January 1st, 1878.

102 A.—

February 9th	$2,500 00
February 11th	2,000 00
February 23d	2,415 00
February 28th	2,500 00
March 2d	1,320 00
March 4th	300 00
May 6th	2,500 00
July 1st	5,000 00
July 24th	2,000 00
July 27th	900 00
August 6th	5,003 75
August 15th	2,200 00
August 17th	1,500 00
September 20th	1,200 00
November 18th	1,100 00
1879.	
March 11th	600 00
May 16th	10,262 50
July 24th	5,106 25
July 26th	5,096 87
July 29th	3,114 38
August 4th	2,615 62
August 20th	3,000 00

I give you these all subject to correction.

September 29th	500 00
October 28th	1,586 42
1880.	
February 25th	6,000 00
March 18th	6,942 13
April 17th	2,259 80
May 15th	1,774 23
November 11th	3,500 00
December 14th	2,000 00
1881.	
February 26th	1,500 00

103 Q. 447. In what account do these entries appear on your books?

A. Principally loan account; almost altogether in the loan account.

Q. 448. And in what other account?

A. Then there is some of it in the beginning just after the dissolution of Graeffe & Shaw for a while in the account of A. J. Graeffe.

Q. 449. That is the 1878 account?

A. That is in the 1877 and 1878 account. One second please; there is more of it.

1879.		
July 8th	$1,261	00
November 10th	2,750	00
November 11	2,387	50
1880.		
May 24th	1,200	00
June 30th	6,250	00

That is all I see.

Q. 450. Where were these last entries you have been giving, in what account?

A. They were in the account of A. J. Graeffe, debit and credit.

Q. 451. And all these loans you have been giving, the money was put in your business?

A. They were used for my own business.

Q. 452. And appear on your books there?

A. Yes, sir.

Q. 452½. Can you give me the amount of moneys that you have from time to time repaid your wife, according to your books there; giving the dates of each payment?

A.	June 5, 1887	$600	00
	June 22d	5,400	00
	April 9th, 1876	80	78
	December 20	50	08
	January 10th, 1879	47	92
	March 4th	11	21
104	February 14th, 1881	2,020	67
	February 21st, 1881	3,558	33
	Paid by transfer of personal property	7,315	15
	February 24th, cash	4,500	00

Q. 453. And those are all the payments made to her on account of these several loans that you have mentioned, excepting the payment which was made by the transfer to her of the goods of which a bill of sale was made to you by the American Mills Company, and a transfer of this real estate?

A. Yes.

Q. 454. This transfer of personal property which you have spoken of there, $7,000, what was that?

A. That was household goods, but which she had largely bought herself anyway; belonged to her anyway.

Q. 455. Then, as I understand it, your wife's property now consists simply in the proceeds of the merchandise transferred to her

by you about February 28th, 1881, and the real estate which forms the subject of this action?

A. Yes.

Q. 456. She has no other property than that?

A. No.

Q. 457. And this $7,000 worth of personal property which you transferred to her?

A. That was burnt up in Morrell's.

Q. 458. Just turn to the account of J. C. Schroeder & Co.; your account there was balanced up to when?

A. Up to Sept. 1st.

Q. 459. The date of the transfer and merger of J. C. Schroeder & Co. into the American Mills Company was September 1st, 1880, was it not?

A. Yes.

Q. 460. And in making up the account of J. C. Schroeder & Co., you had charged to them as cash, the face amount of all their drafts which you had accepted, had you not?

A. Yes, sir; and cash that I had advanced them.

105 Q. 461. But you charged against them the face amount of all the drafts which they had drawn on you and you had accepted?

A. Yes, and which I had paid.

Q. 462. Were all those drafts at that time paid?

A. They were not.

Q. 463. Can you state how many of the drafts were subsequently paid, and the amounts?

The WITNESS: After September 1st, 1880?

Q. 464. After September 1st, 1880.

A. Yes, I have them all here. You want the total?

Q. 465. Just run them down.

A. I will give you the date of payment. These are all four months drafts:

September 10th	$3,000 00
September 13th	5,000 00
September 17th	3,000 00
September 20th	2,500 00
October 6th	3,000 00
October 5th	1,903 39
October 8th	2,500 00
October 10th	3,000 00
October 13th	3,000 00
October 18th	3,000 00
October 22d	4,000 00
October 25th	3,000 00
October 31st	3,000 00
November 2d	2,500 00
November 10th	5,000 00
November 12th	3,000 00
November 16th	2,500 00

November 26th		$3,000 00
November 29th		3,000 00
December 2d		2,500 00
December 4th		2,500 00
December 12th		3,000 00
December 14th		3,000 00
December 16th		3,000 00
December 19th		2,500 00
	December 21st	2,500 00
106	December 23rd	3,000 00
	December 25th	5,000 00
December 26th		3,000 00
1881.		
January 2d		3,000 00
1880.		
December 31st		5,000 00

Q. 466. Turn to the account of the American Mills Company in your ledger under date of October 26th, 1880.

A. American Mills Co. debit on merchandise $19,282.12.

Q. 467. Just turn to the journal entry: what is the journal entry corresponding to that?

A. The entry is, "American Mills Co. debtor to mdse. account, for goods transferred from the firm of J. C. Shroeder & Co. in liquidation as per inventory, and valued at $19,282.12."

Q. 468. Those were goods which had been consigned to you by J. C. Schroeder & Co. for sale, were they not?

A. Yes, sir; and which I bought.

Q. 469. What merchandise did J. C. Shroeder & Co. turn over to the American Mills Company at the time of their organization?

A. No goods. Nothing but goods in process; Nothing but goods that had not been consigned and were not ready, not prepared—not finished.

Q. 470. Have you the inventory of the goods transferred by J. C. Shroeder & Co. to the American Mills Company?

A. There were no goods transferred, but——

Q. 471. Of the merchandise?

A. Of the machinery and unmanufactured goods: I have no such inventory.

Q. 472. Do you know whether there is such an inventory in existence?

A. I have none such; I do not know; perhaps there is, but I have not it; I never had a copy of it that I am aware of. It was made up by Mr. Schroeder and Edward Graeffe, and I saw
107 it in their hands and assumed it was correct, and had no copy of it, that I am aware of.

Q. 473. Where was that merchandise situated?

The WITNESS: This machinery and material?

Q. 474. The merchandise: I do not care anything about the machinery.

A. It was all transferred at the same time as being property nec-

essary for running the business, and not finished goods at all, situated in Philadelphia, and conveyed from there to Rhode Island.

Q. 475. Was this merchandise mentioned in this entry afterwards sold by you for account of the American Mills Company?

A. Yes, sir; except any part of it that may have remained unsold at the time I made the assignment.

Q. 476. This entry refers to an inventory and valuation: where is that inventory?

A. That was an inventory made by my clerks of the goods in my hands.

Q. 477. Have you that now in your possession?

A. I have not. It may be among my papers, but I have not seen it for a long time; not since March or February, 1881. I have not seen any of my papers, for that matter, since then.

Q. 478. Turn to the account of J. C. Schroeder & Co.

A. Yes.

Q. 479. What is the corresponding entry in this account? Just read that entry.

A. October 26th. In my ledger, you mean?

Q. 480. Yes.

A. "October 26th. Account of J. C. Schroeder & Co. Credited by mdse., $19,282.12."

Q. 481. Now, turn to your journal account of that.

A. "A. J. Graeffe's account, debited to J. C. Schroeder & Co., for goods remaining on hand this day, and which I transferred per agreement to American Mills Co. (see inventory in account sales book, page 60), said goods being valued at $19,282.12."

108 Mr. Ward offers—

1st. A transcript from the books of A. J. Graeffe of the account of the American Mills Co., being the ledger account with corresponding journal entries.

2d. A transcript from the books of A. J. Graeffe of the loan account, beginning July 13th, 1877, and the corresponding journal entries from May, 1879.

3d. A transcript of the profit and loss account in A. J. Graeffe's books, beginning April 3d, 1878, and the corresponding journal entries from January, 1879.

4th. A transcript from the books of A. J. Graeffe of the account headed real estate in Warwick, Rhode Island, with the corresponding journal entries.

5th. A transcript of the total cash balances from A. J. Graeffe's cash book from February 25th, to November 30th, 1880.

6th. A transcript of the ledger account of bills payable from A. J. Graeffe's ledger from Nov. 5th, 1879, to Feb. 28th, 1880.

7th. A transcript from A. J. Graeffe's ledger of the credit side of his private account from Dec. 31st, 1877, to February 28th, 1881, with the journal entries corresponding thereto from March, 1879.

8th. A transcript from A. J. Graeffe's ledger of his stock account from Dec. 31st, 1877, to Jan. 1st, 1881, with the corresponding journal entries from June, 1879.

Mr. WARD: I will ask you to compare these papers offered with your books, and if you find them accurate, to mark them
109 with your name for identification, and to state whether they are correct transcripts.

Mr. THAIN: The admission of the papers referred to in the last question or suggestion of counsel is objected to on behalf of the complainant, Mr. Graeffe, as irrelevant and immaterial.

Redirect examination by Mr. THAIN:

Q. 482. Have you a detailed statement of the moneys received by you from Mrs. Graeffe, or which belonged to her and which came into your possession and was used by you, giving dates, amounts and sources from whence you received the moneys?

A. I have.

Q. 483. Will that statement also show the moneys paid by you to Mrs. Graeffe, returned to her or paid out on her account?

A. It will.

Q. 484. Will you produce that statement?

A. I will (producing statement).

Q. 485. Besides the goods turned over to the American Mills Co., or the merchandise or property turned over to the American Mills Company by J. C. Schroeder & Co. did you personally turn over any property to the American Mills Company?

A. I did.

Q. 486. What property was it?

A. Property of the value of $19,282.12 that I had bought from J. C. Schroeder & Co. on their dissolution.

Q. 487. Were you ever paid for that by the American Mills Co.?

A. Never. J. C. Schroeder & Co. owed me a balance of about $60,000 when they went out of the business, and I had $19,000 worth of goods that they had consigned to me in my hands. I took that $19,000 worth of goods to myself, and charged my own merchandise account with it, as appears in my books; and then rendered them an account of the balance of J. C. Schroeder & Co.,
110 and those goods I afterward turned over to the American Mills Company without receiving any consideration, without receiving pay for them.

Q. 488. The mills company disposed of the goods and got the proceeds?

A. They got the credit of the proceeds.

Recross-examination by Mr. WARD:

Q. 489. This last transaction that you speak of was merely in effect this: that whereas, at the date of the entry you held certain goods for sale for account of J. C. Schroeder & Co., you that day credited J. C. Schroeder with the estimated value of those goods and charged the American Mills Company on your books with the same amount, did you not?

A. Yes, sir; I took them to myself and then turned them over to the American Mills Company.

Q. 490. On that transaction did you charge J. C. Schroeder & Co., a commission on sales?

A. I believe I did.

Q. 491. That commission was 7½ per cent.?

A. The usual commission I think was 7½ per cent.

Q. 492. Are you now able to state whether those particular goods were afterwards sold by you for account of the American Mills Company?

A. Some of them were; perhaps all.

Q. 493. Are you able to state whether the goods so sold, realized the sum at which they were charged to the American Mills Company?

A. That I cannot say; I could tell by examining the account closely.

Q. 494. Will you examine the account and when ascertained state?

—. ——.

Q. 495. And on such sale did you charge a commission to the American Mills Company?

A. I believe not. I will see.

Q. 496. On the subsequent sale of the goods?

A. My purchase of goods of J. C. Schroeder & Co. was sub-
111 ject to an arrangement that I was to make a charge as usual, as if I had sold them to some one else, as they could not pay me the amount they owed me. It is difficult to say. These goods may have been sold in conjunction with other goods; a commission may have been charged, and may not. If I charged my merchandise account, I gave J. C. Schroeder & Co., credit for these goods and passed them into the American Mills Company's goods. And it may be that I did, and I have a faint recollection in connection with that that I did not.

Q. 497. Is not this the fact; did you not originally charge the American Mills Company a commission on the original transaction, which was afterwards gone over and recrossed as error?

A. I believe there was such a charge made; it was an error of the book-keeper.

Q. 498. And afterwards when the goods were sold you charged the ordinary commission and rendered an account?

A. That may be; I am not quite sure, but I would feel justified in doing so, because in one instance I bought the goods out and out, and in the other I sold them for account.

Deposition of William H. Garner.

WILLIAM H. GARNER, called for plaintiff-, being duly sworn, testifies as follows:

By Mr. THAIN:

Q. 1. Where do you reside?

A. 176 Madison avenue.

Q. 2. What is your business?

A. A broker.

Q. 3. Do you know Alfred J. Graeffe and Mary J. Graeffe, the complainants in this action?

A. Yes.

Q. 4. You are the brother of Mrs. Graeffe?

A. Yes.

Q. 5. Do you know of the transfer of some real property
112 in Warwick or East Greenwich, R. I., to you by Mr. Albert J. Graeffe, about March 1st, 1881?

A. Yes, I remember the transfer; I cannot tell you the date; it is about that time, I presume.

Q. 6. State how that transfer came to be made to you?

Objected to, as immaterial and incompetent.

A. Some few days before the actual transfer, Mrs. Graeffe, my sister, told me of the fact that this property belonging to her had been transferred to her husband, and asked me to insist on its being retransferred to her, and I did so.

Q. 7. After the conveyance was made to you, what did you do with the property?

A. I transferred it to Mrs. Graeffe.

Q. 8. Your sister was a lady of some means and property, was she?

A. Yes.

Q. 9. About how much?

A. In the neighborhood of a hundred thousand or a hundred and twenty-five thousand dollars.

Q. 10. From what sources did her property come?

A. Part from her father, and part from her uncle, deceased.

By Mr. WARD:

Q. 11. What was your father's name?

A. Henry Garner.

Q. 12. When did he die?

A. In 1852—December.

Q. 13. At Haverstraw?

A. Yes, at Garnerville.

Q. 14. Who was the administrator?

A. I don't remember.

Q. 15. When was the estate settled?

A. It was settled about twenty-five or twenty-one years ago. It was settled after my majority.

113 Q. 16. And what was your uncle's name?

A. James G. Garner.

Q. 17. Can you state approximately the amount that your sister received from her father's estate?

A. She received from my father's estate, real property, which she sold, but I do not know at what price.

Q. 18. Was there any personal property?

A. No; little or none.

Q. 19. Your uncle died when?

A. In the summer of 1875.
Q. 20. When was his estate settled?
A. In the summer of 1877.
Q. 21. When was his estate settled?
—. About eighteen months after his death.
Q. 22. And all closed up then?
A. Yes; in the spring of 1877, it was all closed up.
Q. 23. In your direct examination, you have not pretended to give the exact conversations that occurred, but simply the recollection you have of the substance and effect of them?
A. Yes.

Deposition of Mary J. Graeffe.

MARY J. GRAEFFE, called for plaintiff-, being duly sworn, testified as follows:

By Mr. THAIN:

Q. 1. Where do you reside?
A. At Yonkers, New York.
Q. 2. You are one of the plaintiffs in this proceeding?
A. Yes.
Q. 3. Mr. Albert J. Graeffe, who is associated with you, is your husband?
A. Yes.
114 Q. 4. Do you know of the property near East Greenwich, Rhode Island, which was occupied by the American Mills Company?
A. I do.
Q. 5. When did you first learn of the existence of any such property?
A. I cannot give the date. It was some time ago. I was living in Brooklyn, at Bedford avenue.
Q. 6. Can you say about the year?
A. No, I could not swear to any year; I don't remember.
Q. 7. Is it more than three years ago?
A. I think it is. I don't remember how long ago it is since Mr. Graeffe failed. It was about a year before Graeffe failed.
Q. 8. What did you first hear of that property?
A. It was my suggestion that my husband should buy a piece of property and go into the manufacturing business. He heard of this property, and spoke about it. He thought it was a cheap piece of property, and he bought it with my money.
Q. 9. At the time he had these conversations with you, was there anything said as to who was to take the property?

Objected to.

A. I understood that it was to be my property. Of course, I understood it was to be my property.
Q. 10. Did you learn from time to time that purchase had been made of the property?

A. Yes, Graeffe told me, and told me the price he could get, but I don't remember the figures at all.

Q. 11. What did you say about purchasing?

A. I left it to him.

Q. 12. What did you say to him?

A. I expected that he would purchase, and talked to that effect.

Q. 13. When did you first learn that the title to the property was not in your name?

A. About August of that year, I think. I think it was some time during the summer and we were talking about the
115 property, and he gave me to understand it was not in my name. I then insisted upon it, and he said it should be put in my name. I know we had quite a little controversy at the time. He said if that would satisfy me, it should be put in my name.

Q. 14. When next did you have any conversation with Mr. Graeffe after this interview in August on the subject of the title to this property?

A. I don't think we ever spoke of it again to speak of the title until he was about to fail. About that time I spoke to my brother about it, and that was the first I knew that it had not been put in my name.

Q. 15. What did you say to your brother?

A. I asked him to look out for my interest, and get my money. He asked if it was mine. I said I thought it was. I then spoke to Graeffe, and he said it had not been put in my name. My brother said immediately it must be done. I think it was he who took charge of the affair.

Q. 16. Immediately after this conversation, the transfer was made?

A. Yes, I think it was the next day—just as soon as I could possibly make arrangements.

Q. 17. You inherited considerable property from your father and your uncle?

A. Yes.

Q. 18. About how much?

A. About $120,000.

Q. 19. Who has had charge of your moneys for you?

A. Mr. Graeffe.

Q. 20. Has Graeffe made good these moneys to you, that he has had in charge?

A. No, only this property, and he still owes me some money.

Q. 21. How much?

A. I think he still owes me about seventeen or eighteen thousand.

Q. 22. Did you ever know or hear that credit was being given to Mr. Graeffe on the assumption that the title to this property stood in his name?

Objected to.

116 A. No.

Q. 23. Have you ever stated to any one that the title to

the property was in Mr. Graeffe's name, and that this was his property?

A. No.

Cross-examined by Mr. WARD:

Q. 24. How long have you been married?

A. 15 years.

Q. 25. Had your husband property when you married him?

A. No.

Q. 26. Had you at that time received your property from your father's and your uncle's estates?

A. No.

Q. 27. I understand from your brother that the money that came to you from your father's estate was principally the result of sales of real estate?

A. Yes.

Q. 28. There was a little personal property?

A. Very little.

Q. 29. About what time did you receive those moneys from that estate?

A. I think I had been married about three or four years before I got the first. I had got some as a present from my uncle a short time after I was married.

Q. 30. No considerable sum?

A. No.

Q. 31. How long was it after the property belonging to your father's estate was entirely sold?

A. About five years ago.

Q. 32. Can you now remember about the amount you received from your father's estate?

A. I suppose about $25,000?

Q. 33. Was it received by you personally?

A. No, I have never received a penny personally, directly.

Q. 34. From either estate?

A. No.

Q. 35. Who received it?

A. My husband.

Q. 36. Have you any knowledge of how the moneys received from your father's estate were invested?

A. Not at all.

Q. 37. Your husband took the money and used it?

117 A. He took charge of it. I understand he kept books as to the property.

Q. 38. As to the management——

A. He did as he liked.

Q. 39. Have you any reason to suppose that any of it was used by him in his business?

A. No, I have not thought anything about it. He had full charge of my estate.

Q. 40. Did you ever call on him to account for it?

A. Never except at the time of his failure.

Q. 41. You knew that he was doing business?

A. Yes.

Q. 42. And a business requiring more or less money in the conduct of it?

A. No. When we were married I knew he had no money. He did a commission business then, and I understood that he could get along on a small capital, and I believe his father assisted him.

Q. 43. Did he, from time to time, consult you about the investment of your money?

A. Never, except in regard to this real estate.

Q. 44. That was done at your suggestion?

A. I think so.

Q. 45. Your father and your uncle had been in the manufacturing business?

A. Yes.

Q. 46. And you were desirous that your husband should be in the business?

A. Yes, I did not want him depending upon these manufacturers with whom he was coming in contact.

Q. 47. Did your husband ever apply to you for the loan of money?

A. No.

Q. 48. At the time that this transfer of real estate was made to you through your brother, there was also some goods transferred to him for your account, were there not?

A. I think so.

Q. 49. Were the proceeds of these goods paid to you?

A. Not personally.

Q. 50. Do you know to whom they were paid?

A. I think my brother.

118 Q. 51. Do you know what he did with the money?

A. No, I never asked him.

Q. 52. Your husband still has the management of your property?

A. He has still the charge of my affairs.

Q. 53. Are you keeping house?

A. No.

Q. 54. All your property is still in your husband's hands?

A. Yes.

Q. 55. Have you any idea to-day how it is invested?

A. No.

Q. 56. You say that in the summer of 1880 the title was bought?

A. I don't remember.

Q. 57. The deed to you was in March, 1881?

A. Yes.

Q. 58. And the property was bought the preceding spring, was it not?

A. Yes.

Q. 59. In the summer or the August before the transfer to you

the property was in Mr. Graeffe's name, and that this was his property?

A. No.

Cross-examined by Mr. WARD:

Q. 24. How long have you been married?

A. 15 years.

Q. 25. Had your husband property when you married him?

A. No.

Q. 26. Had you at that time received your property from your father's and your uncle's estates?

A. No.

Q. 27. I understand from your brother that the money that came to you from your father's estate was principally the result of sales of real estate?

A. Yes.

Q. 28. There was a little personal property?

A. Very little.

Q. 29. About what time did you receive those moneys from that estate?

A. I think I had been married about three or four years before I got the first. I had got some as a present from my uncle a short time after I was married.

Q. 30. No considerable sum?

A. No.

Q. 31. How long was it after the property belonging to your father's estate was entirely sold?

A. About five years ago.

Q. 32. Can you now remember about the amount you received from your father's estate?

A. I suppose about $25,000?

Q. 33. Was it received by you personally?

A. No, I have never received a penny personally, directly.

Q. 34. From either estate?

A. No.

Q. 35. Who received it?

A. My husband.

Q. 36. Have you any knowledge of how the moneys received from your father's estate were invested?

A. Not at all.

Q. 37. Your husband took the money and used it?

117 A. He took charge of it. I understand he kept books as to the property.

Q. 38. As to the management——

A. He did as he liked.

Q. 39. Have you any reason to suppose that any of it was used by him in his business?

A. No, I have not thought anything about it. He had full charge of my estate.

Q. 40. Did you ever call on him to account for it?

A. Never except at the time of his failure.
Q. 41. You knew that he was doing business?
A. Yes.
Q. 42. And a business requiring more or less money in the conduct of it?
A. No. When we were married I knew he had no money. He did a commission business then, and I understood that he could get along on a small capital, and I believe his father assisted him.
Q. 43. Did he, from time to time, consult you about the investment of your money?
A. Never, except in regard to this real estate.
Q. 44. That was done at your suggestion?
A. I think so.
Q. 45. Your father and your uncle had been in the manufacturing business?
A. Yes.
Q. 46. And you were desirous that your husband should be in the business?
A. Yes, I did not want him depending upon these manufacturers with whom he was coming in contact.
Q. 47. Did your husband ever apply to you for the loan of money?
A. No.
Q. 48. At the time that this transfer of real estate was made to you through your brother, there was also some goods transferred to him for your account, were there not?
A. I think so.
Q. 49. Were the proceeds of these goods paid to you?
A. Not personally.
Q. 50. Do you know to whom they were paid?
A. I think my brother.
118 Q. 51. Do you know what he did with the money?
A. No, I never asked him.
Q. 52. Your husband still has the management of your property?
A. He has still the charge of my affairs.
Q. 53. Are you keeping house?
A. No.
Q. 54. All your property is still in your husband's hands?
A. Yes.
Q. 55. Have you any idea to-day how it is invested?
A. No.
Q. 56. You say that in the summer of 1880 the title was bought?
A. I don't remember.
Q. 57. The deed to you was in March, 1881?
A. Yes.
Q. 58. And the property was bought the preceeding spring, was it not?
A. Yes.
Q. 59. In the summer or the August before the transfer to you

through your brother, you say that in conversation with Mr. Graeffe you found that he had taken the title to the property in his name?

A. Yes.

Q. 60. And you say you had some controversy on the subject. What did he say?

A. He said if that was what I wanted he would put — in my name. I said I wanted all the property he ever bought to be put in my name.

Q. 61. Did he object?

A. No, I do not think he did. He said he would as soon as he got an opportunity.

Q. 62. After that, as I understand, you never spoke about it?

A. I never broached the subject. I thought it was all right. I made a visit down there, and I spoke of the property as my own, of course, and I thought it was mine.

Q. 63. You went down with your husband?

A. Yes.

Q. 64. When was that?

A. It was when Mr. Schroeder was building—before the works were in running order.

Q. 65. After the property had been purchased?

A. Yes, I think I owned it all.

MARY J. GRAEFFE.

119 DISTRICT RHODE ISLAND, *ss:*

Circuit Court of United States for District of Rhode Island.

ALBERT J. GRAEFFE *et ux.*
vs.
THE SECOND NATIONAL BANK *et al.* } Equity. 2041.

Evidence for Respondents,

Taken pursuant to the sixty-seventh rule of the Supreme Court of the United States, in equity, as amended.

FRIDAY, *Dec. 19th*—10 a. m.

Parties met pursuant to notice from examiner, being an adjournment from December 12.

Present: Daniel R. Ballou, Esq., and Alex. Thain, Esq., for complainant-; S. W. K. Allen, Esq., and James R. Tillinghast, Esq., for respondent-.

It is agreed that the present orders for closing testimony are off. It is also stipulated that the testimony of the witnesses shall be taken by a stenographer, sworn by the examiner, that the witnesses may attend and subscribe their depositions when written, on a day to be appointed, and that the expense of the stenographer may be taxed as costs in the case of a judgment for the respondents. Annie L. Budlong is sworn stenographer.

120 JOHN P. CAMPBELL is called by respondents, is duly sworn and testifies as follows:

By Mr. TILLINGHAST:

Q. 1. Name, age, residence and occupation.

A. My name is John P. Campbell; age about sixty; residence Providence; occupation, manufacturer.

Q. 2. Are you a director in any bank in this city? If so, what bank?

A. I am a director in the Second National bank.

Q. 3. How long have you been such a director?

A. About ten or eleven years, I don't know, about twelve. I can't tell exactly; well, I guess about eleven.

Q. 4. Do you know Albert J. Graeffe, one of the complainants in this bill?

A. Well, I did know him at one time.

Q. 5. When and how did you become acquainted with him?

A. Well, it was in connection with the property in East Greenwich, after he had bought it. I was introduced to him while he was negotiating for it, about that time or after. Well, I think it was in 1880; I can't tell definitely when he was introduced to me. It was before he made that purchase. The first time I saw him, introduced to him then, nothing more. I didn't have any business with him or conversation. I saw him before he bought that property, American Mills property. We were at East Greenwich. He was introduced to me as a man who was looking for property to locate a manufacturing business.

Q. 6. Did you ever have any conversation with him respecting that real estate known as the American Mills property or estate? If so, when, under what circumstances? And state the conversation.

Objected to on behalf of the complainant, Mary J. Graeffe, unless it shall be made to appear that the conversation was in her presence, or brought to her knowledge.

121 A. Well, I had a conversation with him about it, about taking the mortgage, one mortgage, on the real estate. You want to know when exactly? I can't tell. It was in 1881. That's my recollection. February 28th. A broker told me he wanted to get a loan on that property.

Objected to.

Then I saw Mr. Graeffe. He told me what he wanted; he wanted to get $25,000 on the property, on a mortgage. I supposed at the time that it covered the machinery. I saw him here that day and we went to East Greenwich, by agreement, in the afternoon to look over the property. Myself and another man were going to make him the loan. We found Mr. Graeffe at the mills. He wanted some money. We looked it over and found the machinery belonged to somebody else, and there was some little incumbrance on the

property, or a portion of it. And he wanted some money on it that night or the next day, sure. This money we were going to loan him for other parties. And we arranged with him, we were to consider giving him $20,000 on the property, providing he would clear up the mortgage. He said the real estate was his and the machinery belonged to the company. He wanted more, he said, and we were to decide the next day. We left him that night.

Q. 7. Did he, at either of the conversations with him referred to, ever in any manner intimate to you or give you to understand that his wife, or any other person but himself, had any interest in that real estate?

Objected to on the part of the complainant, Mary J. Graeffe, as immaterial.

A. He never did.

Q. 8. Do you know what relation or office he then held to, or in the American Mills Co.?

A. Well, I understood he was the treasurer.

122 Q. 9. Who was then the president of that company?

A. Mr. Schroeder represented himself as the president.

Q. 10. Had your bank, prior to the time of these interviews with Mr. Graeffe, to which you have referred, discounted any drafts drawn by the American Mills Company upon said Mr. Graeffe and accepted by him?

A. We had.

Q. 11. Had the directors of that bank, prior to so discounting that paper, learned from any source in whose name that real estate stood upon the record as the owner thereof?

(Objected to as incompetent, as he can only speak of knowledge that came to himself individually, and not as to knowledge acquired by other directors.)

A. Well, there is the first paper; it was understood that he bought the property, and it was his. When we made the first discount, that is what we gave him credit for. We understood he bought the property, and it was his. He applied to the bank to open an account, and the understanding was that the property was his. He made an application to one of our directors to open an account there. That real estate belonged to him, and we thought that made the bill pretty good, willing to take it at any rate. Should not have taken it if the real estate hadn't been behind it.

(The complainant objects on the ground that the whole of the answer is irresponsive, it is immaterial; and, that in respect to so much as gives his understanding without giving the facts upon which his understanding is based, it is improper, as undertaking to give the conversation between Mr. Graeffe and some one other than the witness, the witness not being present; and otherwise on

123 the ground that it is not pretended, that to this witness, was stated by Mr. Graeffe, that he was the owner of this property.)

Q. 12. You say that these facts had come to the knowledge of your directors; had they come to your knowledge as one of the directors also?

A. Well, I understood, it was understood he bought that property, and I was told what he paid for it.

(Objected to as irresponsive, as incompetent and immaterial.)

Q. 13. You said that Mr. Schroeder was then the president of the American Mills Company, did you yourself ever have an interview with Mr. Schroeder respecting the condition of that company and the ownership of this real estate, or was any communication from said Schroeder to your knowledge made to the board of directors as a basis for its action in discounting the paper?

(Objected to as incompetent, irrelevant and immaterial.)

A. Mr. Schroeder, I talked with him, with others. Mr. Schroeder said he told us that the capital of the company was so much, paid-up capital, $75,000, I think it was. I know we had considerable talk with him about it and finally decided to continue to give him credit on the strength of his statement. That is my recollection of the matter. Well, I think he said the real estate was Mr. Graefe's at that time; I am not clear about that.

Cross-examined by Mr. THAIN:

Q. 14. Mr. Campbell, who introduced Mr. Graefe to you?

A. Well, you mean the first time I saw him?

124 Q. 15. Yes, sir.

A. Mr. Thompson.

Q. 16. Who is Mr. Thompson?

A. Firm of Thompson & Nagle, architects in this city. I was in their office on business, and these two were there. He introduced them to me, one was Mr. Graefe, and the other, I suppose, Mr. Schroeder. Mr. Graefe was the man I saw.

Q. 17. Have you any doubt about that?

A. No, sir.

Q. 18. Have you any doubt about Mr. Schroeder?

A. It was my impression it was Mr. Schroeder; it was Mr. Graefe I talked with.

Q. 19. What did Mr. Thompson say to you?

A. He said that Mr. Graefe wanted to locate as a manufacturer about Providence; wanted to buy property to locate his manufactory; was then doing business in Philadelphia, manufacturing, and he wanted to move to Providence.

Q. 20. At that time, were you offering any property for sale?

A. I think, very likely, I told him; I didn't offer him any property.

Q. 21. Did you say you had any for sale?

A. Well, I can't tell about that; I think, very likely, I told him I would sell him a mill; I would have sold him one.

Q. 22. What did Mr. Graefe say to you, then?

A. I can't recollect any particular conversation.

A. I can't tell who spoke first, have told who applied for the loan.

Q. 39. Can you give the conversation at that time in the order in which it occurred, at the time you first met Mr. Oracle after the application for a loan, I mean on the 28th day of February, 1881?

A. In the first place, I don't swear it was the 28th of February, it is my impression it was, I think that my brother was in with me when we, Mr. Oracle and I, to this Mr. Herrick—when I met him the second time he told me he wanted $2,000.

Q. 40. I want to know what Mr. Oracle said to you at that first interview on the 28th of February, and as nearly as you can give it in the language used by him.

A. Well, the points are these, that he wanted a loan on that real estate, that was his, and the personal property, the machinery belonged to the company.

Q. 41. Do you mean to say that at that time he told you that the property was his?

A. Yes, sir, I do.

Q. 42. What words did he use to convey that impression?

A. I don't recollect the dialect, sir, that was the understanding that my brother and I—that is what he told us, and we didn't want to make any loan.

Q. 43. Was your brother present at the first interview with Mr. Oracle, on the 28th of February, 1881?

A. I think not.

Q. 44. Now, can you give what Mr. Oracle said to you on the 28th of February, 1881, which made the impression on your mind that he owned the property?

A. Well, he said it was his, and that he wanted to get a mortgage on it.

127 Q. 45. Was it not this, Mr. Campbell, that Mr. Oracle asked you if you would not make a loan of $2,000 on the property at East Greenwich, and you told him that you would consult with your brother after an examination of the property? Wasn't that the conversation at that time?

A. Well, I have told you that I didn't recollect the conversation at that first interview. I know we made an agreement to go and see the property that afternoon.

Q. 46. That is all that you recollect of that first interview on the 28th of February, is it?

A. I have told you all that I recollect about it.

Q. 47. What time in the day did you reach East Greenwich?

A. I can't tell, only that it was in the afternoon. I can't tell now the train we went on, at all.

Q. 48. Where was Mr. Oracle when you met him at East Greenwich on that afternoon?

A. I think we met him in the office mill office.

Q. 49. Who was present at that interview?

A. My brother, Mr. Oracle, and myself.

Q. 50. Any one else?

A. No one that I recollect of.

Q. 51. Can you give the conversation with Mr. Graefle as it occurred on that afternoon?

A. Well, I know he wanted more money than we were willing to give on the property, if we gave him anything.

Q. 52. Had you, prior to that time, made an offer of the amount of the loan that you would make him, or that you were willing to make him?

A. I don't recollect about that.

Q. 53. Well, now give anything else that occurred at that time that you recollect, anything said by you, anything said by Mr. Graefle?

A. I don't know of anything more than I have told already. We were to let him know the next day whether we would as I have told it before.

128 Q. 54. Did you, on that day, the 28th of February, examine the records of Warwick or East Greenwich, or have them examined by any one?

A. I did not.

Q. 55. At the time of this interview with Mr. Graefle on the 28th of February, Mr. Graefle was a debtor to your bank, was he not, the Second National?

A. He had paper there under discount at that time.

Q. 56. To what amount?

A. I can't tell the amount, several thousand dollars.

Q. 57. Was there any of it past due at that time?

A. I think not.

Q. 58. When did the first become due after the 28th of February?

A. I can't tell.

Q. 59. Was it not within a few days thereafter?

A. I can't tell.

Q. 60. About how many thousand dollars of paper, upon which he was liable, did the bank then hold?

A. From $8,000 to $10,000, I don't know the exact amount.

Q. 61. Your bank, the Second National, commenced a suit against Mr. Graefle, did it not, to recover the amount claimed by it against him?

Objected to as not a cross-examination.

A. It did.

Q. 62. Do you recollect the date when this suit was commenced?

A. I do not.

Q. 63. Was it not on or about the 16th day of March, 1881?

A. I can't tell the time.

Witness desires now to state in answer to Q. 50, that he recollects that Mr. Graefle's brother and Mr. Schroeder, were, he thinks, present.

JOHN P. CAMPBELL.

Attest: LORIN M. COOK,
Special Examiner.

129 BENJAMIN W. SMITH is called by the respondents, is duly sworn, and testifies as follows:

By Mr. THURSTON:

Q. 1. Name, age, residence, and occupation?

A. Benjamin W. Smith, Warwick, twenty-eight, lawyer.

Q. 2. Do you know John W. Martin of Warwick?

A. I do.

Q. 3. Did you know him in the years 1881 and 1882?

A. I did.

Q. 4. What was his business?

A. He was tax-collector of Warwick.

Q. 5. As attorney, did you, in any way, act for Mr. Martin?

A. I was his attorney in collecting the taxes which he had to collect by legal process.

Q. 6. Was the tax against the American Mills estate in Warwick, for the year 1881, placed in your hands for collection?

A. There was a tax placed in my hands for collection on the Hewland Mills estate, the same property, that is the way it was described in the tax book.

Q. 7. What was the amount of that tax?

A. Well, I can only swear to that from recollection. There is a receipt there given by me for the exact amount.

Objected to on the ground that the receipt is the best evidence; tax receipt is shown to the witness.

The receipt which was given by me shows a tax of $150, paid August 31st, 1882.

Q. 8. What was the amount paid?

A. $200.

Q. 9. Of what did the $200 consist?

A. It consisted of the tax, interest, and expenses.

Q. 10. Was this receipt the receipt which you gave at the time the tax was paid?

A. It was.

Receipt offered in evidence and marked "Exhibit A" by the examiner.

130 Q. 11. Previous to this time, the date of this receipt, what had been done towards collecting the tax, by you?

A. A formal levy on the property, according to the practice in Warwick, had been made, and the title had been looked up for the purpose of seeing whom to notify under the statute, and the notices had been issued and properly served.

Q. 12. What notices?

A. Notices to parties who appeared by the search of the record to have any interest or claim upon the property.

Q. 13. Notices of what?

A. Notices which stated that the property had been levied upon, for the tax which was unpaid, and would be sold upon a certain date if not paid with the expenses.

Q. 14. Do you recollect when the property was to be sold?

A. The property was to be sold in the following month, September, on the 23d, I think.

Q. 15. If the tax hadn't been paid, would the sale have proceeded?

Objected to as irrelevant and immaterial.

A. The property would have been sold, if it had not been paid.

Q. 16. And the payment, at that time, of that amount, did it, or not, stop the sale of the property?

A. It did.

Cross-examined by Mr. THAIN:

Q. 17. Did you serve any notice or notices upon Mrs. Graeffe?

A. Well, I myself served no notices at all.

Q. 18. Then all that you know about the services of notices is what some one has told you?

A. No, I examined the records myself, for the purpose of finding the parties to notify, and furnished the list of the parties to be notified to the party who did notify them.

Q. 19. Were you present when any notice was served on Mrs. Graeffe?

A. I cannot recollect whether Mrs. Graeffe's name appeared on the list of parties to be notified or not. I am not certain,
131 probably did, but I could not say.

Q. 20. Then you yourself served no notices, and saw none served?

A. I saw most all of them served, they were sent by mail, and from my office, but I did not do it.

Q. 21. Did you mail them yourself?

A. I cannot swear whether I put any of them into the post office myself or not.

It is agreed that the following is a copy of the receipt produced by this last witness, referred to as "Exhibit A," to wit:

PROVIDENCE, *Aug.* 31, 1882.

Received of Samuel W. K. Allen, the tax assessed in Warwick, Nov. 11, 1881, against Albert J. Graeffe, for wife, Howland mill, etc., together with costs, as per schedule annexed below:

Tax	$150
Interest	10
Costs	40
	$200

The costs above named were paid under protest.

Received payment, D. A. SMITH,
For the Collector.

Endorsed: Warwick tax $200, Aug. 31, 1882.

By Mr. ALLEN:

Q. 22. Who paid the tax?

A. Mr. S. W. K. Allen paid it by his own check.

BENJAMIN W. SMITH.

Attest: LORIN M. COOK,
Special Examiner.

132 Mr. WM. W. PAINE is called by respondents, is duly sworn and testifies as follows:

By Mr. TILLINGHAST:

Q. 1. Name, age, residence and occupation?

A. Wm. W. Paine, reside in Providence, cashier of Second National bank, fifty.

Q. 2. How long have you been such a cashier?

A. Seventeen years.

Q. 3. Have you at any time been acquainted with Albert J. Graeffe, one of the complainants in this cause, if so, how did you first become acquainted with him?

A. I was introduced to him by Mr. George R. Phillips, who was, at that time, one of our directors.

Q. 4. When then, did you first become acquainted with him?

A. In the summer of 1880.

Q. 5. What, if any conversation, did you then have with Mr. Graeffe?

A. That conversation was in regard to the American Mills Company, opening an account with the bank, Mr. Phillips introduced him to me, so that I might be acquainted with them, as being a man who would probably do some business with the bank. The conversation amounted to nothing, it was merely an introductory conversation.

Q. 6. Was it then stated by Mr. Graeffe, or in his presence, what his connection with the company was?

Objected to on the ground that the witness has undertaken to give the conversation, and the question is leading. He has answered the question, as I understand it, as to what the conversation was.

Question is withdrawn.

Q. 7. What, if anything, was said at that interview, either by Mr. Graeffe, or in his presence, respecting his connection with the American Mills Company?

Objected to as irrelevant and immaterial.

133 Q. 8. When next after that did you see, or have an interview with said Graeffe?

A. I think it was in January next.

Q. 9. Can you fix about the date in January?

A. Not the exact date, but it was about the middle, perhaps a little after the middle.

Q. 10. Where was that interview, and what took place then?

A. It was in the bank. In the course of conversation he stated

that the American Mills Company had not sufficient capital to carry on their business comfortably, and that he was trying to get additional capital. He asked if I knew of anybody who would take any. I told him I did not. He also stated that the capital of the company was $75,000, and that it was all paid in, and that he would like to raise it to $150,000.

Q. 11. Did you, after that time, ever have any other interview with Mr. Graeffe, if so, when, where, and what took place then?

A. I don't think I ever saw Mr. Graeffe since that time.

Q. 12. As cashier, were you accustomed to be present at the meetings of board of directors?

A. Yes, sir; I was always present, being a director myself.

Q. 13. Can you tell us when, or about when, if at all, the bank first discounted the acceptances of Albert J. Graeffe, of the drafts of the American Mills Company upon him?

A. In October, 1880.

Q. 14. Had you, as cashier and one of the directors of the bank, and, to your knowledge, other directors, before that time, learned in whose name the real estate at Warwick, I mean the mill estate, known as the American Mills estate, stood upon the record as the owner?

Objected to as incompetent in respect to what the other directors knew, and irrelevant and immaterial generally.

A. It came to my knowledge on the 20th of December,
134 1880; I think some of our directors had that knowledge previously, but cannot tell who they were that had it, nor when they received it.

Q. 16. From whom and under what circumstances did it come to your knowledge?

A. It was on Monday morning, the day of our discount, the 20th of December, that Mr. Schroeder, the president of the company, made application for further discounts, and we, having been somewhat suspicious of the financial condition of the company, led me to make some inquiries in regard to it, and, in the course of that inquiry, he stated that the real estate belonged to Mr. Albert J. Graeffe.

Q. 17. Was it, or not on the faith of this ownership of the real estate of Mr. Graeffe, that the discount on that day, and subsequently to that time, were made by the bank of his acceptances?

Objected to as incompetent, and immaterial, and irrelevant.

A. It was.

Q. 18. Were these drafts and acceptances thus discounted, as stated in your last answer, paid, if not, what became of them?

A. They were not paid; they went to protest, and have been sued.

Q. 19. And were they, or not, included in the suit and judgment referred to in the answer of the bank in this case?

A. The answer referred to only a portion of the drafts. The

drafts that were discounted after that date, December 20th, 1880, were not included in this suit.

Cross-examined by Mr. THAIN:

Q. 20. Your bank sued Mr. Graeffe in New York, did it not, on the latter's acceptances after the 20th of December?

A. It did.

Q. 21. And recovered judgment?

A. Yes, sir.

135 Q. 22. And levied upon property there?

A. Yes, sir.

Q. 23. And sold the property?

A. Yes, sir.

Q. 24. And realized the proceeds?

A. Yes, sir.

Q. 25. Who was present when you had the interview with Mr. Schroeder on the 20th of December, 1880?

A. Nobody but Mr. Schroeder and myself.

Q. 26. Who spoke first?

A. Perhaps he, and perhaps I.

Q. 27. What was the first said by either of you on the subject of the business to which you have referred?

A. I don't know.

Q. 28. What did you say to Mr. Schroeder?

A. I asked him some question in regard to his estate, the American Mills Company.

Q. 29. What did you ask him?

A. Well, I can't remember the exact form of the question, but the probabilities are, I asked him what the capital of his concern was, and then he probably answered me and told me it was $75,000, and he said it was all paid in. He stated the liabilities of the company.

Q. 30. What did he say they were?

A. I shall have to refer to memorandum which I made immediately after Mr. Schroeder left the bank. I will read it to you just as I have it. "December 20th, 1880—American Mills Company. Mr. Schroeder reports that the capital stock is $75,000, is all paid in in cash. That the entire indebtedness of the company is $41,000. The real estate belongs to Mr. A. J. Graeffe, of New York. The machinery cost $76,000, and belongs to the company. Real estate mortgaged for $1,150." This is the memorandum I made immediately after he left the bank, when it was fresh in my mind.

Q. 31. Do you recollect the amount you discounted on or after the 20th of December, 1880?

A. Yes, sir; we discounted $6,000.

Q. 32. When did the first of the drafts discounted on or after the 20th of December, 1880, become due?

A. April 16th and 19th, 1881.

136 Q. 33. So that the action in this State, of the bank in which the attachment was issued against the company and

Mr. Graeffe on the 16th of March, 1881, was upon drafts discounted prior to Dec. 20th, 1880?

A. Yes, sir.

Q. 34. Was there any paper drawn or endorsed by Mr. Graeffe unpaid in your hands on the 27th of February, 1881?

A. No, sir.

Q. 35. When did the first draft become due after February 27th, 1881?

A. It came due on the 11th and 14th of March, 1881. It was dated November 11th, 1880.

Q. 36. What is the date of the next draft?

A. November 12th, 1880.

Q. 37. What is the amount of the draft of November 18th?

A. $2,000.

Q. 38. What is the amount of the draft of November 12th?

A. $2,000.

Q. 39. What is the date of the next draft after November 12th?

A. December 16th, 1880.

Q. 40. And the amount of that?

A. $2,000.

Q. 41. The draft of December 16th was for what time?

A. Four months, they were all four-months drafts.

Q. 42. What is the date of the next draft after December 16th?

A. December 17th, $3,000.

Q. 43. And the date of the next and the amount?

A. February 18th, 1881, $1,000. And that is the last we took. We discounted two drafts, one of $2,000 and one of $3,000.

Redirect examination by Mr. TILLINGHAST:

Q. 44. Did the proceeds of the goods attached in New York, to which you referred in your cross-examination, pay in full the drafts discounted upon and after December 20th, 1880. If not, what is the deficiency, or about what?

137 A. They did not bring enough to pay the drafts; I think the deficiency is somewhere about $5,000.

Q. 45. What was the total amount of the drafts that finally went to protest and that now remain unpaid with the exception of what was obtained from the attachment in New York and the real estate here?

A. The total amount of the drafts was $10,000.

WILLIAM W. PAINE.

Attest: LORIN M. COOK,
Special Examiner.

Adjourned to Saturday, December 20th, 1884, at 9 a. m.

DECEMBER 20TH, 1884—9 a. m.

JAMES M. CAMPBELL is called by the respondents, is duly sworn and testifies as follows:

By Mr. TILLINGHAST:

Q. 1. Name, age, residence and occupation?

A. James M. Campbell, sixty, Providence, merchandise.

Q. 2. Did you at any time have an interview with Albert J. Graeffe, one of the complainants in this cause, and if so, when, where and what was the occasion of the interview, and what, if any, conversation took place between you?

A. I did, at his mill in Warwick; it is known as the American Mills, formerly it was another name, Howland Mills property. The object of the interview was to look the property over and decide if I wanted to be one to take a mortgage on the property from Mr. A. J. Graeffe. Well, he represented the business as being a profitable business and the property as being his and he wanted to procure a mortgage of $25,000. Finally he came down to $20,000.
138 And there was an incumbrance on the property, he said of some $1,100 or $1,200 that he wished, if we took the mortgage, to pay that, and pay the balance of the money over to him.

Cross-examined by Mr. THAIN:

Q. 3. Can you give Mr. Graeffe's words, Mr. Campbell?

A. No, I would not attempt to give his exact words, the substance of it is all that I would undertake to give.

Q. 4. What did he say to you that led you to think that he intended to convey the idea that the business was profitable?

A. Because he called his agent or superintendent, the man that was in charge of the business, and he took me all over the mill, into his goods-room and showed me the production and represented the cost and the prices they would bring, which made it out to be a very profitable business. He represented that he had formerly made these goods in Philadelphia, where they were woven by hand looms, and he had got very much the advantage of the Philadelphia manufactories by having it done here by steam power.

Q. 5. Did he tell you what he wanted the money for, that he purposed to borrow from you?

A. He wanted it to put into the business, as I understood.

Q. 6. What words as nearly as you can give them, did he say that conveyed to you the impression that he claimed to own that property at that time?

A. He represented that there was no other incumbrance upon the property except that I have mentioned and that he wished us to pay out the amount of the mortgage and pay the balance to him.

Redirect examination by Mr. TILLINGHAST:

Q. 7. Who did he say was to give you the mortgage, to make the mortgage to you, if you took it?

139 (Objected to on the ground that it does not appear that he said who was to give the mortgage.)

A. He represented it as himself wanting to give the mortgage.

Q. 8. Did he say, or intimate, that any other person than himself was to make the mortgage?

(Objected to as leading, and not a proper question in rebuttal.)

A. There was no intimation whatever of any one, but himself, to make the mortgage.

Recross-examination by Mr. THAIN:

Q. 9. Did you ask him who was to make the mortgage?

A. I don't know that I did.

Q. 10. Was not this substantially what occurred, that Mr. Graeffe said that he wanted to raise $25,000, by mortgage on that property?

A. He said he wanted to mortgage that property for $25,000.

Q. 11. Those are the exact words he used?

A. That is the substance of it, the only impression that I got from what was said in all the conversation we had.

Q. 12. How long were you there?

A. Three hours, perhaps, and perhaps five hours. I should think not five, we were at the depot a portion of that time.

Q. 13. Who was present at this interview besides your brother and yourself and Mr. Graeffe?

A. The gentleman that showed me through the mill was present most of the time.

Q. 14. Who was he?

A. I can't call his name, he was a part owner or stockholder in the property, so represented.

Q. 15. Was it Mr. Schroeder?

A. I should think that was the name now, I think I heard him called by that name.

140 Q. 16. And you understood that Mr. Schroeder was a part owner there?

A. I did. Or the gentleman that showed me around, I won't be positive, that that was the name, but the gentleman that showed us through the property was a part owner.

Q. 17. Did it occur to you to ask why Mr. Schroeder didn't join in the mortgage, if he was a part owner?

A. He was a stockholder as I understood.

Q. 18. A stockholder or a part owner, which?

A. Well, I understood him to be a stockholder.

Q. 19. What did you mean then when you said you understood him to be a part owner?

A. Well, perhaps he was a part owner in a sense, a stockholder. He was a part owner of the business, that is if he was a stockholder,

and I understood him to be a stockholder and an agent or a superintendent of the business.

Q. 20. Are you a stockholder or director of the Second National bank?

A. No, sir; no interest whatever, never had, not a dollar, never had a dollar on deposit, never had a dollar discounted, I am sorry to say.

Q. 21. You are a brother of John P. Campbell?

A. Yes, sir.

JAMES M. CAMPBELL.

Attest: LORIN M. COOK,
Special Examiner.

GEORGE R. PHILLIPS is called by respondents, is duly sworn, and testifies as follows:

By Mr. ALLEN:

Q. 1. Name, age, residence and occupation.

A. George R. Phillips, fifty-one, Providence, manufacturer of plumbers' supplies, Providence Lead Company.

Q. 2. Are you a director in a bank in this city?

141 A. Not now, but I was a director in the Second National bank about ten years, from 1873 to about 1883.

Q. 3. Covering the time that Alfred J. Graeffe did business at the Second National bank?

A. Yes, sir.

Q. 4. Do you know Albert J. Graeffe, and, if so, how long have you known him?

A. I have known him for some years, I won't say how long. I should say about ten or twelve, ten certain.

Q. 5. You knew him in 1880?

A. Yes, sir.

Q. 6. About that time did he apply to you for assistance in purchasing a mill property in this State?

A. Yes, sir; well you say "assistance," not financial assistance. He requested me to find some manufacturing property that was for sale that he could purchase.

Q. 7. Do you know whether or not he did purchase any property?

A. Yes, sir; he purchased the Howland mill, East Greenwich. I told him of that mill.

Q. 8. Did you have any conversation with him after he purchased the property, in relation to its purchase, and, if so, what was the conversation?

A. Only in regard to my doing some work there. He wanted me to do some work there. He bought a water privilege from a lot belonging to Mrs. Clapp, and wanted me to lay the pipes from that reservoir to his mill at the foot of the hill.

Q. 9. You say "his mill," how do you know it was his mill?

A. I know only what he said.

Q. 10. What did he say?

A. That is all he said, it was his concern.

Q. 11. Since that time, have you had any conversation with him in relation to that property, as to the ownership of the property?

A. No; not that I remember of.

Q. 12. Do you know the fact of his doing business with the Second National bank?

A. I do.

Q. 13. Did you or not introduce him to the bank cashier, if you recollect?

142 A. I do not recollect whether I introduced him or not, I won't say positively, it was of so small importance, in fact I don't remember.

Q. 14. You know the fact, you were on the board of directors during the time, did you know the fact of his paper being discounted by the bank, his acceptances?

A. Yes, sir.

Q. 15. Acceptances drawn by the American Mills Company?

A. Yes, sir.

Q. 16. At the time the bank discounted the acceptances of Mr. Graeffe drawn by the American Mills Company, did you know in whom the title stood upon the record of this estate?

Objected to, as the witness has already testified what knowledge he had as to the ownership of that property, and also as leading.

A. I never went to the record office to find out in whose name it stood, but Mr. Graeffe told me he owned the property himself, and that it was clear of incumbrance, except one lot on the west side of the street, opposite the mill, incumbrance of about $1,500, but I won't be positive about that.

Q. 17. Was it upon the faith of these statements by Mr. Graeffe that the bank discounted this paper?

Objected to on the ground that it does not appear that the witness knew the facts upon which the bank acted in discounting.

A. That statement was made to me after the bank discounted the papers. That statement was made to me at the time he was trying to raise some money on the mortgage. I was there at the mill at the time. I went down there with him. I may have gone down on other business, but I was there on the ground when that

143 statement was made. The paper had been discounted at the time, but there is no question but what it was based upon the fact that he owned that property.

Objected to, as the last part of the answer is volunteered by the witness, as incompetent and not called for by the question.

Q. 18. Do you recollect the date of this conversation at the mill which you refer to or about when it occurred?

A. No, sir, I don't recollect, I haven't charged my mind in regard to it.

Q. 19. You say it was when you were trying to raise some money?

A. It was after the mill was in operation, the season of the year when it wasn't cold weather, because I remember where we were when we were talking. It was a pleasant day.

Q. 20. Mr. Phillips, you have stated that your bank discounted these papers upon the faith of the ownership of this estate by Mr. Graeffe, will you please explain how you know that fact?

A. From a statement made at the board, they would not have discounted the paper, if they had not understood that he owned the property, on no consideration.

Q. 21. When you say "the board," you mean the board of directors?

A. Certainly.

Cross-examined by Mr. THAIN:

Q. 22. Mr. Phillips, what did you mean when you said in your direct examination that the only conversation you ever had with Mr. Graeffe, involving the ownership of this property was when he asked you to lay the pipe from the water privilege which he had purchased from Mrs. Clapp, to the mill?

A. I didn't make any such statement, that is two different points. I said that he came to me and wanted me to lay water pipes
144 from this purchase. The other was a different time. When we were talking about the other matter, I said it was afterward when the mill was in operation.

Q. 23. Did you not say here in your direct examination, that the only time you ever had any conversation with Mr. Graeffe in respect of his ownership of that mill, was when he asked you to carry the water, or lay pipes from the water privilege he purchased from Mrs. Clapp, to his mill?

A. No, sir.

Q. 24. Did not say that?

A. No, sir; I don't think I did, I didn't intend to say it, if I did.

Redirect by Mr. ALLEN:

Q. 25. Mr. Phillips, can you fix the time any more definitely by date, or by season, when you laid these water pipes?

A. When I laid the water pipes? I can't here, I can at my office. It was in the summer time. It wasn't cold weather. It was during warm weather. It is my idea it was along in June or July. I can't say positively. My recollection is of going over the ground where the men were at work.

The witness here says, after having the deposition read over to him by the stenographer, that he did not understand interrogatory 11. He now desires to explain as follows:

That I had a conversation with him afterward, at the time he was trying to get parties in Providence to take stock in the concern. That he stated that he owned this mill, that it was free from incumbrance except one lot, I think he called it the Arnold lot, it had an incumbrance of about $1,500 on it at the time.

Q. 26. When you say "him" you mean A. J. Graeffe?
A. Yes, sir.

Recross-examination by Mr. THAIN:

145 Q. 27. Were you present when he applied to any parties to sell them stock in this American Mills Company?
A. Yes, sir, to myself.
Q. 28. Any one else?
A. No, sir.
Q. 29. Then, when you say "parties to take some stock," you mean yourself?
A. Why, conversation with me.
Q. 30. Can you say when that was?
A. I can't state the time.
Q. 31. Can't you tell about when it was?
A. No, sir, not to say definitely.
Q. 32. Can't you say in respect to the time, when the American Mills Co. failed, how long before, or was it after?
A. Before they failed.
Q. 33. How long before?
A. Cannot tell you definitely.
Q. 34. Was it a month?
A. I can't say.
Q. 35. Was it longer than two months?
A. I say I can't say.
Q. 36. Where were you when he asked you to take this stock?
A. In my office.
Q. 37. In Providence?
A. Yes, sir.
Q. 38. Now I understand you to say that he asked you to take some stock in this American Mills Co., and then he made the statement in respect to the ownership of this property which you have given in your explanation?
A. I did not say so.
Q. 39. What did you mean when you said that he made the statement when he was endeavoring to induce parties to take some stock?
A. I mean just what I said.
Q. 40. Was it not at the time that he was offering or asking you to take some stock in the American Mills Co. that the statement was made which you have given, as to the ownership of this property?
A. It was about that time.
Q. 41. About that time, was it not at the same time?
A. No, sir.
146 Q. 42. Was it before or after he requested you to buy the stock?
A. It was before that he made the statement.
Q. 43. The statement had been made before he asked you to buy the stock?
A. It was about the same time, but in two different places. The

statement was on the premises of the American mills estate, but he talked with me in my office about taking stock.

Q. 44. Did you not say before that the conversation occurred at the application on his part for a loan on this property?

A. No, sir.

Q. 45. Didn't you say that?

A. No, sir, that is, I don't think that I said it.

GEORGE R. PHILLIPS.

Attest: LORIN M. COOK,
Special Examiner.

SAMUEL L. TILLINGHAST is called by the respondent, is duly sworn, and testifies as follows:

By Mr. ALLEN:

Q. 1. Name, age, residence and occupation?

A. I reside at East Greenwich, my name is Samuel L. Tillinghast, my age is sixty, I have not any occupation at present.

Q. 2. Do you know Albert J. Graeffe? If so, when did you first become acquainted with him?

A. I do. I think, my first acquaintance with him was in the spring of 1880, March, as near as I can recollect.

Q. 3. Do you know the American mills estate in Warwick, in East Greenwich, formerly called the Howland mills estate?

A. I do, yes, sir.

Q. 4. Did you ever have any conversation with Albert J.
147 Graeffe about that? If so, state the conversation, first how, when and where was that conversation.

A. At East Greenwich, I saw him, was introduced to him in the spring of 1880, I think in the month of March. I was introduced to Mr. Graeffe by Mr. Husted of Boston, Mr. Husted telling me that he had sold him the Howland property. I held a mortgage upon the property. Perhaps, to get at it, I have got to say that I was introduced to him as the man who had the mortgage. He had sold him that property, and he asked if it was satisfactory to me to let the mortgage remain, I assented to it, said I was. I told him I was very glad he had bought the property, it had been lying idle, the conversation went on in that way, of course.

Q. 5. Did Mr. Graeffe say anything to you about improving the property?

A Yes, he said he was going to try there, or something like that, I don't know the words, and, as I said, I told him I was very glad.

Q. 6. What was the amount of the mortgage that you held upon the property?

A. $5,000, at the time.

Q. 7. What arrangements did you make with Mr. Graeffe about that mortgage?

A. Well, I had just received six months' interest on the mortgage; I received it the first day of the month, the month of March, and this was not many days after. And the arrangements were like this: that the money, the interest, Mr. Husted gave me a check

for it, I think, and at the expiration of that mortgage he would make further arrangements, or pay it.

Q. 8. This was what Mr. Graeffe told you?

A. Yes, that is my talk with him.

Q. 9. You say at "the expiration of the mortgage," what do you mean by that?

A. At the expiration of the six months.

Q. 10. When another instalment would become due?

A. The conditions were, that the interest was to be paid semi-annually in advance.

148 Q. 11. Now, when the next interest became due, what arrangement was made about the mortgage?

A. He sent me a check for the full amount.

Q. 12. Mr. Graeffe sent you a check for the full amount?

A. Yes, sir; Mr. Schroeder brought me a check, I didn't see him at the time.

Q. 13. Whose check?

A. Albert J. Graeffe's.

Q. 14. Albert J. Graeffe's personal check?

A. Albert J. Graeffe's personal check.

Q. 15. And the mortgage was paid by that check?

A. Yes, sir; I discharged the mortgage, policies, &c.

Q. 16. Are you, or not, a director in the Greenwich National bank?

A. I am.

Q. 17. How long have you been one of the directors of that bank?

A. Since 1856, since the organization of the bank.

Q. 18. Did the bank, at any time, discount the acceptance of Albert J. Graeffe's, drawn by the American Mills Company?

Objected to, as irrelevant and immaterial.

A. They did.

Q. 19. About when?

—. Well, as near as I recollect, it was in 1881, about the last of February. I have not the exact minutes before me, but that is as near as I can recollect.

Q. 20. Was it long before the failure of the American Mills Company?

A. No, sir; it was the same week. This was Monday, our discount day, and I think the latter part of the week I heard there was trouble there, in fact, I know there was, I may say that.

Q. 21. What was the amount of that discount?

A. $2,000.

Q. 22. Was that acceptance presented to the board of directors, and considered by them before discounting?

A. It was.

Q. 23. Were you present at that time?

149 A. I was. Well, now, I would like to explain something; I think the acceptance was before the board at two different times, that is my recollection of it.

Q. 24. Then the same acceptance had been presented to the board previous to this time you refer to?

A. Yes.

Q. 25. Were you present at that meeting?

A. I was.

Q. 26. What was done with it, then, at this first meeting?

A. It was passed at that time, to ascertain something about it, of course, they were strangers to us.

Q. 27. What was the basis of the credit upon which the board of directors discounted that paper?

Objected to, as incompetent, irrelevant and immaterial.

A. Well, I can't answer for the whole board, I can answer for myself.

Q. 28. Very well, answer for yourself then.

Objected to, as irrelevant and immaterial.

A. Well, why I assented to it was on the strength of Albert J. Graeffe. I knew nothing of the American Mills Company. He told me that he bought that property, and I knew he had paid me the mortgage.

Q. 29. He told you he had bought the property?

A. He said this first time that he had bought it, he didn't say so then.

Q. 30. Was the matter of the title to that property discussed by the board of directors?

Objected to, as irrelevant and immaterial.

A. It was.

Q. 31. And considered by them in considering this loan?

Objected to, as irrelevant and immaterial.

A. I should have to make same answer that I did before, considered by me.

150 Q. 32. Would that paper have been discounted by your bank if you had not known that the title to that property stood in the name of Albert J. Graeffe?

Objected to, as incompetent, irrelevant and immaterial.

A. I should not have consented to it.

Q. 33. If you had not consented, could the discount have been made by the bank?

Objected to, as incompetent, irrelevant and immaterial.

A. No, sir.

Q. 34. Previous to this last meeting of the board of directors, had you examined the records of the town of Warwick for the purpose of ascertaining in whom the title to that property stood?

Objected to as leading, and as incompetent, irrelevant and immaterial.

A. I had not, previously to that discount.

Cross-examination by Mr. THAIN:

Q. 35. What was your last occupation, Mr. Tillinghast?

A. Well, deputy sheriff.

Q. 36. How long were you such?

A. I think, five years.

Q. 37. Began when, and ended when?

A. I was off and on. For ten years I was sheriff and deputy sheriff for different times.

Q. 38. During the trouble of the American mills, were you such?

A. Part of the time I was deputy sheriff.

Q. 39. During the time of the trouble of the American Mills Company, when you were not deputy sheriff, were you sheriff?

A. No, sir, I was not.

151 Q. 40. Were you deputy sheriff in March or February, 1881?

A. I was not.

Q. 41. When were you deputy, or sheriff, first after the first of March, 1881?

A. In June, following.

Q. 42. Did your Greenwich National bank bring suit on the draft that you have been speaking of?

A. They did.

Q. 43. Has it been paid?

A. Not in full.

Q. 44. What was the amount of the draft?

A. $2,000.

Q. 45. How much has been paid?

A. Well, to the best of my recollection, sir, about $1,600 has been paid. I don't state that positively.

Q. 46. How many compose the board of directors?

A. Eleven, sir.

Q. 47. How many constitute a quorum?

A. Three.

Q. 48. What position did you hold in the bank in February, 1881, beside that of being a director?

A. Not any.

Q. 49. Was Mr. Husted present at the time you had the conversation that you speak of with Mr. Graeffe?

A. He introduced me to Mr. Graeffe.

Q. 50. Did he remain after he introduced you, and while you had the conversation?

A. He did not.

Q. 51. Where were you?

—. At the depot, East Greenwich.

Q. 52. Was Mr. Graeffe about to take the train?

A. I think not.

Q. 53. Can you tell what was first said at that conversation by either Mr. Husted, Mr. Graeffe, or yourself?

A. Well, in the first place Mr. Husted introduced me to Mr. Graeffe as being the man that had bought the Howland property. That was the first.

Q. 54. Then did Mr. Husted leave?

A. He then said to Mr. Graeffe, "This is Mr. Tillinghast, who held the mortgage." He went into the other room, he was making a figuring of something, I presume he was casting the interest, that I can't say.

152 Q. 55. But he went into the other room?

A. Yes.

Q. 56. Leaving you with Mr. Graeffe?

A. Yes, for a short time.

Q. 57. Then after Mr. Husted had so introduced you, who spoke first?

A. That I am unable to tell you, whether it was me or Mr. Graeffe, my recollection of it is, that I said I was very glad he had bought the property. I guess I said that the property had been idle for some years.

Q. 58. What response did he make, if any, to that?

A. My recollection is this, that he said he thought he would try to see what he could do there.

Q. 59. What was next said?

A. The next that I recollect, of course he spoke about my mortgage, if that would be satisfactory.

Q. 60. Well, what followed?

A. Then I assented to it that it would be satisfactory, and, as I said here in my direct, he remarked that it would mature the first of September, and that on or before that time he would make a satisfactory arrangement with me.

Q. 61. What else took place then that you recollect?

A. I don't recollect anything particularly, further than that, between me and Mr. Graeffe.

Q. 62. Now have you given all of that conversation that you recollect?

A. As near as I recollect it, it was five years ago or about that, as near as I remember, might have been a little more which I don't recollect to state.

Q. 63. That was the only conversation you ever had with Mr. Graeffe in respect to his ownership of that property?

A. It was, to my knowledge. I never have seen him but once since, saw him here in the court.

SAMUEL L. TILLINGHAST.

Attest: LORIN M. COOK,
Special Examiner.

153 CHRISTOPHER HAWKINS is called by the respondents, is duly sworn, and testifies as follows:

By Mr. ALLEN:

Q. 1. Name, age, residence and occupation?

A. Christopher Hawkins, seventy-five, East Greenwich, occupation, nothing in particular.

Q. 2. Are you a director in the East Greenwich National bank?

A. I am.

Q. 3. How long have you been such?

A. I don't know exactly, somewhere in the neighborhood of twenty years.

Q. 4. Twenty years continuously?

A. Somewhere in the neighborhood of that, I don't know whether a little less or a little more.

Q. 5. Were you present at a meeting of the board of directors of the bank when Albert J. Graeffe's acceptance, drawn by the American Mills Company was considered?

Objected to as irrelevant and immaterial.

A. I was.

Q. 6. Do you recollect the amount of the loan that was asked for?

A. $2,000.

Q. 7. Was that loan finally made by the bank?

A. It was.

Q. 8. What was the basis of the credit upon which the board of directors of the bank, consented to make the loan?

Objected to as incompetent, irrelevant and immaterial.

A. It was that Mr. Graeffe owned the property.

Q. 9. What property?

A. The mill property. American Mills property, as it was understood in the bank.

Q. 10. You mean the real estate?

A. Yes.

Q. 11. Would you have given your consent, as one of the
154 directors, to making that loan if Mr. Graeffe had not owned that real estate?

Objected to as incompetent, irrelevant and immaterial.

A. I should not.

Q. 12. Was the matter of the ownership of this property discussed by the board of directors?

Objected to as irrelevant and immaterial.

A. It was.

Cross-examination by Mr. THAIN:

Q. 13. You have heard Mr. Tillinghast's testimony, have you?

A. I was here, yes.

Q. 14. You were at both of the meetings that he referred to?

A. I was there to as many as two meetings, I don't know but more, when this piece of paper was being considered.

Q. 15. You think there were more than two meetings?

A. I don't know but there was, sometimes when they don't have a pretty full board and there is a piece of paper we are not very well acquainted with, we put it off till we get a full board.

Q. 16. What do you call a full board?

A. Well, I call them that generally meets, some six or eight, some of them don't meet at all without notice for a particular thing.

Q. 17. Well, the two meetings that you recollect, were there six or eight directors present?

A. I don't recollect, I should think there was more when it was discounted.

Q. 18. Your bank board keep a book of minutes of its transactions, and on that book they enter the transactions, do they not, memoranda in respect to these different matters that come before them?

155 A. Generally take it down, I suppose what is worth recording they put on the book.

Q. 19. The question of a new credit you would consider worth putting on the books?

A. He had had credit there before, he had had a $2,000 piece, I guess that had run off.

Q. 20. Been paid?

A. I think it had.

Q. 21. When had that been discounted?

A. Some four or six months previous.

Q. 22. Well, had there been any change that you know of between the time of the discount of the first draft and the time of the presentation of the second draft?

A. I don't recollect that there had, in particular.

Q. 23. So that the coming into the bank of this second piece of paper was nothing extraordinary or unusual, was it?

A. No, it was nothing extraordinary, because they wanted discounts there and we had money to loan, and all we wanted to know was what standing it was in.

Q. 24. Do you recollect what drafts, other than the one we have been speaking of, were discounted on the day that this was discounted?

Objected to as immaterial.

A. No, sir, I do not.

Q. 25. Do you remember how many drafts were discounted on that day?

Objected to as immaterial.

A. I do not.

Q. 26. Do you remember the names of any other drawer or acceptor of a bill of exchange discounted on that day?

Objected to as immaterial.

A. I do not.

156 Q. 27. Or discounted that week?

A. There isn't but one day in the week to discount.

Q. 28. Well, can you give the name or names of the drawers or acceptors of any drafts discounted by your bank during the same month?

A. No, I could not — this if it had been paid; it was five years ago.

Q. 29. Is this the only unpaid draft or bill of exchange that your bank holds?

A. I could not say.

Q. 30. So the fact that this remains unpaid is not the only reason for your remembering this particular transaction?

A. That is all.

Q. 31. That is the only way you recollect it?

A. Yes.

Q. 32. I understand that this has been paid to within about $400?

A. Well, yes, part of it has been paid, and this brought things fresh to my mind when the payment was made.

Q. 33. When the payment was made?

A. And when we put in to get it.

Q. 34. When was the payment made that you speak of?

A. I don't know; we put an attachment on, and it was paid some time, we keep no account of it.

Q. 35. The payment was made soon after the draft came due, was it not in the same year?

A. I should think it was; I don't know; the attachment was put on that spring I suppose; I don't know what time; and when it came around the things was sold and that was paid.

Redirect examination by Mr. ALLEN:

Q. 36. Do you know when the attachment was put on, as a matter of fact, do you recollect?

A. No, sir, I do not.

Q. 37. And you don't recollect the progress of the suit, nor when it was paid?

A. No, no more than what they said in the bank, the cashier knew when it was paid.

157 Recross-examination by Mr. THAIN:

Q. 38. That is about all you know about it, isn't it?

A. Pretty near.

CHRISTOPHER HAWKINS.

Attest: LORIN M. COOK,
Special Examiner.

UNITED STATES OF AMERICA, } *ss:*
Rhode Island District, }

The circuit court of the United States within and for the Rhode Island district to Lorin M. Cook, Esq., of the city of Providence, in said district:

Know ye, that, reposing confidence in your wisdom, prudence and fidelity, we have appointed, and by these presents do authorize and empower you as the examiner to take the depositions of such persons as may be brought before you by either party, under the 67th rule in equity, and the amendments thereof, to be used in a

certain cause now pending in said court, wherein Albert J. Graeffe *et ux. is* complainant- *vs.* Second National Bank *et al.*

And to this end, at certain days to be by you appointed for that purpose, to cause said witnesses, as aforesaid, to be brought before you, and each witness, while present before you, to examine carefully on oath touching the premises. And when you shall have taken the examination as aforesaid, to reduce or cause the same to be reduced to writing, and to be subscribed by each of said witnesses in your presence. And the same, so taken and subscribed,
158 to return, together with this commission and your doings herein enclosed, sealed and directed to the court aforesaid as soon as may be.

In testimony whereof, we have caused the seal of the said court to be hereunto affixed.

Witness, the Honorable Morrison R. Waite, our Chief Justice, at Providence, this 8th day of December, in the year of our Lord one thousand eight hundred and eighty-four.

HENRY PITMAN, *Clerk.*

DISTRICT OF RHODE ISLAND, *ss:*

At Providence, December 8th, 1884, personally appeared the within-named Lorin M. Cook, and made oath that he would faithfully and impartially discharge the duties reposed in him by the within *the* commission, according to the best of his skill and understanding.

Before me—

HENRY PITMAN,
Clk Cir. Ct.

UNITED STATES OF AMERICA, }
District of Rhode Island. }

I, Lorin M. Cook, a United States commissioner, appointed by the circuit court of the United States of America in and for the district of Rhode Island, first circuit, and special examiner in the foregoing-entitled cause of Albert J. Graeffe *et ux.*, complainants, *vs.* Second National Bank *et al.*, defendants, pending in the circuit court of the United States for the district of Rhode Island,
159 duly authorized and empowered to take such evidence as might be adduced by the respondents before me, to be used in said cause, which evidence is hereto prefixed, do hereby certify that on the several days named in the foregoing evidence, I was attended at my office, 29 Weybosset street, in Providence, in said district of Rhode Island, by the counsel for the respective parties to said cause, and by the several witnesses, to wit, John P. Campbell, Benjamin W. Smith, William W. Paine, James M. Campbell, George R. Phillips, Samuel L. Tillinghast and Christopher Hawkins; that each of said witnesses, being of sound mind and lawful age, was by me first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in said cause, and was then carefully examined; and the said witnesses did thereupon depose as appears in the

foregoing depositions, which depositions were reduced to writing in the presence of the said witnesses, and when completed were read over to the said witnesses, and signed by them as and for their respective depositions, in my presence.

I, further certify, that I am not of counsel or attorney to either of the parties in said cause, nor in any way interested in the event thereof.

I, further certify, that in the taking of said evidence, I have complied in all respects with the requirements of the 67th rule of practice, for the courts of equity of the United States, as amended, and I herewith transmit said evidence under my seal to the clerk of the court in which my cause is pending.

In testimony whereof, I have hereunto set my hand and seal, this 16th day of February, A. D. 1885.

LORIN M. COOK,
[L. S.] *United States Commissioner, District of Rhode Island, Special Examiner.*

160 FEES.

Examiner's Fees.

4 days @ $3	$12 00
63 folios @ .20	12 50
1 notification	25
Paid stenographer	26 76
	$51 61

Marshal's Fees.

1 notification	2 50

Deponent's Fees.

John P. Campbell, day, 1 travel 2 miles	1 60
James W. Campbell, " 1 " 2 "	1 60
George R. Phillips, " 1 " 2 "	1 60
Benjamin W. Smith, " 1 " 2 "	1 60
William W. Paine, " 1 " 2 "	1 60
Samuel L. Tillinghast, " 1 " 24 "	2 70
Christopher Hawkins, " 1 " 24 "	2 70
Total	$67 61

161 Circuit Court of the United States for the District of Rhode Island.

ALBERT J. GRAEFFE *et ux.*
against
THE SECOND NATIONAL BANK *et al.* } In Equity.

It is hereby consented and agreed, that the signing of the testimony of the witnesses in the above, examined in New York, to wit: that of Edward L. Graeffe, Albert J. Graeffe, William H. Garner

and Mary J. Graeffe, be and the same is hereby waived; and that the report of the stenographer of said testimony, under his oath as correct, be taken as and for the return herein.

Dated April 10th, 1886.

BALLOU & JACKSON,
Solicitors for Complainant,
By ALEX. THAIN, *Of Counsel.*
SAM'L W. K. ALLEN,
For Himself and for Christopher A. Shippee.
JAMES TILLINGHAST,
For Second National Bank.

162 Circuit Court of the United States for the District of Rhode Island.

ALBERT J. GRAEFFE *et ux.*
against
THE SECOND NATIONAL BANK *et al.*
} In Equity.

UNITED KINGDOM OF GREAT BRITAIN AND IRELAND,
City of Liverpool, Consulate of the United States,
} *ss:*

Frances R. Brown, having been first duly sworn, upon her oath deposes and says:

I reside in the city of New York, in the State of New York, and United States of America, but am temporarily sojourning in the city of Liverpool.

I was the stenographer employed to, and who did, report the tesmony taken in the above-entitled cause on behalf of the complainants, in the city of New York. I correctly reported and correctly transcribed the testimony as given by the witnesses, Edward L. Graeffe, Albert J. Graeffe, Mary J. Graeffe and William H. Garner; and the transcript of the testimony furnished by me to the respective counsel for the complainants and defendants, is a true, full and correct copy of the testimony of the witnesses aforesaid, as given by them respectively on such hearing, this affidavit being given by me in compliance with the terms and stipulations entered into between the counsel for the respective parties, and bearing date the tenth day of April, 1886.

F. R. BROWN.

Subscribed and sworn to before me this 16th day of September, 1886.

HAROLD MARSH SEWALL,
[L. S.] *Vice and Deputy Consul of the United States of America* and *Liverpool.*

163 U. S. Circuit Court, District of Rhode Island.

ALBERT J. GRAEFFE *et ux.*
vs.
THE SECOND NATIONAL BANK, PROVIDENCE, *et al.*

NEW YORK CITY, *Oct.* 20, 1886.

Parties and counsel met in pursuance of notice.

Present: Mr. Thain, of counsel for complainants. Mr. Ward, of counsel for defendant.

ALBERT J. GRAEFFE, resumed for complainants.

By Mr. THAIN:

Q. 1. Mr. Graeffe, during all your operations and those of the American Mills Co., in Rhode Island, where did Mrs. Graeffe continue to reside?

A. In New York city and State.

Q. 2. To your knowledge, how many times was she in Rhode Island during that period?

A. Once.

Q. 3. And how long did she remain there?

A. Overnight, at Narragansett pier.

Q. 4. And did she, during the period of her stay in Rhode Island, visit the mills?

A. Once; on that visit; part of that day.

Q. 5. Have you examined schedules purporting to be extracts from the books of account, and offered in evidence by the defendant?

A. I have; in large part.

Q. 6. Well, are those extracts correct?

A. They are not; all of them.

Q. 7. In what respect are they incorrect?

A. That they do not give both sides of debit and credit of the books that go to show the true condition of the accounts.

164 Q. 8. That is to say they are only partial?

A. Only partial.

Q. 9. They don't represent both sides of the same transactions?

A. Yes, and furthermore, they are erroneous in some respects as to the figures given. Figures have been taken from the books that have been put there by the book-keeper merely for the purpose of balancing up the other side of the accounts of any day, month or season.

Q. 10. Figures are actually upon the book, they appear on the books?

A. Yes, sir.

Q. 11. But, do you mean to say that they are not upon the books as part of the account?

Defendants object to this method of examination for the reason that if there are any errors in the books the books should be produced and the errors noted.

Q. 12. Mr. Graeffe, are there any errors in the transcription from the books of the extracts which have been produced by the defendants?

A. I don't want to answer that question until I have gone over these transcripts to-day with you.

Q. 13. Mr. Graeffe, do these transcripts include the trial balance?

A. Yes; the trial balance is incorrect.

Q. 14. State in what respect.

A. Brown & Bro. is omitted on the debit side. There should be on the debit side of the trial balance an entry as follows: Fol. 527, Brown & Bro. $8.42, and there is also an error of $10.00 in the footing of the debit side which should be $166,992.35. With these two corrections the trial balance balances, and is accurate.

Q. 15. Did you find this profit and loss account accurate?

A. So far as it goes it is a copy of the books.

Q. 16. Does it go far enough to show the true condition of your profit and loss account?

A. It is a correct transcript of the books, covering the period from 1878 to 1880, but I had a profit and loss account prior to that.

165 Q. 17. In respect to the schedule of daily cash balance from Feb. 25 to Nov. 30, 1880, is that schedule correctly copied from your book?

A. I cannot say that it is.

Q. 18. Can you say that it is not?

A. I say that it does not give the true daily balances on my books. It is a copy of my book so far as it goes, but it does not go far enough.

Q. 19. In what respect?

A. The first difference that I find between the transcript and what the cash book shows, occurs on the 16th of March, 1880. The entry of March 1st is incorrect. It should read in the third item, "Balance in cash on hand, $31.55," instead of $31.25. The entry of March 16th is erroneous; the first item should read "Balance in cash on hand $26.48," instead of "Balance in 4th National bank, $26.48." The entry of March 17 is erroneous; the first item should be, "Balance in cash on hand, $24.28," instead of "Balance in 4th National bank, $24.28." The entry of April 13th is erroneous; the total should be $5,659.07, instead of $5,659.67.

Redirect examination of ALBERT J. GRAEFFE resumed:

(Referring to the transcript, "Daily cash balances.")

The next error is the entry of June 28; total $6,616.29, instead of $6,619.69; the next is the entry of Aug. 9th; it is erroneous; the total should be $3,964.58, instead of $3,694.58; the entry of July 24th is erroneous; the total should be $4,687.57, instead of $4,687.53. The cash-book entry, dated Nov. 3d in the transcript, should be dated Nov. 4th; the one of November 3d is omitted and should be as follows:

"Balance in 4th National bank	$4,282 99
"Balance in checks on hand	229 77
"Balance in cash on hand	180 94
"Memo. W. W. Calvert	550 00
"Total	$5,243 70

166 That seems to be all the error so far as that transcript goes. With these exceptions the transcript entitled "Daily cash balance, Feb. 25, to Nov. 20, 1880," is accurate.

By Mr. THAIN:

Q. 20. Mr. Graeffe, are the rest of the papers correct, so far as they go?

A. The bills-payable account transcript is correct, so far as it goes. The transcript marked "A. J. Graeffe, private account," is incorrect in that it is all headed "A. J. Graeffe, private account" on ledger pages 208, 209, 210, 211, 212, 213 and 214. On pages 209 and 210 it should be "A. J. Graeffe, personal account." And also on pages 210, 211, 212, 213 and 214 it is "A. J. Graeffe," simply. The whole transcript is my private account. The transcript marked "Private account" is further erroneous in that it has a credit on the 31st of December, 1877, of $3,885, and does not show the debit of the same date, of the same amount, on the same page. It is further incorrect in that it does not show the debit side on the same page of the ledger.

Complainants offer transcript from the debit side.

A. The paper headed "A. J. Graeffe, stock account," is a correct transcript of the books so far as it goes; the "Bills-payable account" is correct, so far as it goes; the "American Mills Co. account" is a correct transcript of the ledger, so far as it goes; the "loan account" is a correct transcript of one ledger only of my business books.

Q. 21. Was there more than one ledger?

A. Yes, sir.

Q. 22. How many?

A. There were two others.

By Mr. WARD:

Q. 23. Covering the same period of time?

A. No, sir.

167 Complainants offer in evidence transcript from books of A. J. Graeffe "loan account" from August 5, 1873, down to July 25, 1877.

A. The "Profit and loss account" transcript is correct, so far as it goes from April, 1878, to December 31, 1880; this is a correct copy of my ledger, so far as it goes; but I had a previous account beginning with October 31, 1873, and ending November 1, 1877, which I now produce.

By Mr. WARD:

Q. 24. That is a ledger preceding the one from which the transcript offered by the defendants is made?

A. Yes, sir, it is; they are previous ledgers; the real-estate account transcript is a correct transcript of my ledger.

Q. 25. Then have you any prior or subsequent real-estate account?

A. No, sir.

Q. 26. That contains all that your books show on that subject?

A. All that my books show on that subject.

Q. 27. Under the head of "Real-estate account"?

A. Yes.

By Mr. THAIN:

Q. 28. Beside what appears on these transcripts of your books to which your attention has been called, showing moneys borrowed from Mrs. Graeffe, do your books show any other moneys borrowed from her?

A. Yes, sir, prior to the transactions appearing upon the transcripts which have already been produced, the following transactions showing loans from Mrs. Graeffe appear on books kept by me previous to the dates of the books of which transcripts have heretofore been had; these appear on the books of "Graeffe & Shaw" of which firm I was a member. "Aug. 16, 1875, on ledger page 54, by cash per—

	"Apr. 17, 1875	$7,500 00
	"Apr. 3, 1877 ledger, page 174	2,500 00
	"Apr. 4, 1877 same page	2,500 00
168	"Apr. 14, 1877 same page	2,000 00
	"Apr. 21, 1877 same page	1,000 00
	"June 20, 1877 same page	300 00
	"July 25, 1877 same page	1,500 00

By Mr. THAIN:

Q. 29. Do the items which appear upon the transcript introduced by the defendant, and the transcripts introduced by you, and the last items to which you have just testified as taken from the books of Graeffe & Shaw, show all that your books will show in respect to loans from Mrs. Graeffe?

A. Yes, sir; so far as her name appears in connection therewith in my books.

Q. 30. Mr. Graeffe, beside the items which appear on your books, in which Mrs. Graeffe's name figures as a lender, are there any other items in your book, of moneys loaned or advanced by her to you, and which do not appear to her credit, or do not appear in connection with her name, upon the books?

A. Yes, sir.

Q. 31. Please give them; the date and amount.

A. On June 28, 1870, I received from Mr. James G. Garner, administrator of the estate of James Garner, Mrs. Graeffe's grand-

father, a $2,500 payment from him to Mrs. Graeffe; which money I deposited to my credit in the "Chemical bank," as appears by my cash book.

Q. 32. The only entry then of that item, aprearing upon your books, is in the cash book?

A. Yes, sir.

Q. 33. As of what date?

A. June 28, 1870.

Q. 34. The next item appearing upon your books after the $2,500 is——

A. $7,500, received on the 17th day of April, 1875, from Captain Cobb, of Dighton, Mass., for the sale to him and his associates, of Mrs. Graeffe's one-third interest in the brick-yard property on the Hudson river at Haverstraw, which she inherited from her father.

Q. 35. Where does it appear?

A. In the stub of my check book, of the 17th of April, 1875, and by a later entry in my ledger on the 16th of August, the same year.

"Cash loaned per April 17, 1875, $7,500.00."

169 Q. 36. After the item of $7,500 what item?

A. Then of the 7th day of February, 1876, I received from Sally C. Shaw, my partner's mother, $20,000 on Mrs. Graeffe's note, with a pledge of securities belonging to her in the hands of Edward H. Ammidown, administrator of the estate of James G. Garner, deceased, which $20,000 was entered in my check books as follows: "1876, Feb. 7th. Albert J. Graeffe $20,000," and in Graeffe & Shaw's ledger No. 2, fol. 152, appears the credit to Albert J. Graeffe of this $20,000.

Q. 37. Did Mrs. Graeffe pay that note, and how was it paid?

A. It was paid by a loan from Vermilye & Co., on the 24th of February, 1877, of $15,000, on the pledge of securities belonging to Mrs. Graeffe in their hands, received by them from the administrator of the estate of James G. Garner, deceased (who was Mrs. Graeffe's uncle and from whom she inherited $100,000) and $3,000 received from Mr. Ammidown on the 13th, and $2,000 on the 15th of the same month from Mr. Ammidown, making $20,000 in all.

Q. 38. How was the loan from Vermilye & Co., paid?

A. By the sale by them, of some thirty-odd thousand dollars worth of securities against which this $15,000 was charged.

Q. 39. Securities of Mrs. Graeffe, which were pledged—it was paid by the sale of securities which they held?

A. Yes.

Q. 40. Securities belonging to Mrs. Graeffe?

A. Yes, sir.

Q. 41. The securities came from what source?

A. From James G. Garner's estate—her uncle. The statement I now produce shows all my transactions with Mrs. Graeffe, appearing on any books kept by me individually, or by any firm in which I was interested in which her name appears. The first item, under date of August 16, 1875, entitled "Cash loaned per April 17, 1875, $7,500," and that is the item to which I referred in connection with the sale of her interest in the brick yard at Haverstraw.

170 *Q. 42.* Beside the items appearing upon this statement, which is headed "The dry-goods business books of Albert J. Graeffe and Graeffe & Shaw," show the following entries of loans from and payments to Mary J. Graeffe, contains all transactions appearing on these books in which Mrs. Graeffe's name is mentioned, except the item of $7,500, in which her name may not appear, but is the item referred to as the proceeds of the sale of her interest in the brick yard. In addition to that, is the item of $20,000 of the loan made by Mrs. Shaw, followed by the loan of Vermilye & Company.

Q. 43. What else is there that don't appear on any books beside these two items of any conceivable kind, in or out of the books?

A. I can say that better by submitting a statement of a number of small items received from the collections of coupons.

Q. 44. Mr. Graeffe, why were not those items which you say do not appear upon your books, entered on the books? If you entered any, why not enter all?

A. Because at the time of the firm of Graeffe & Shaw, I borrowed of her money enough to make my contribution to the capital of the firm, and in that way, having charge of her securities, I sold some of the same and borrowed money on them, and put the money in the firm as if it had been my own contribution.

Q. 45. Was there any record of the moneys received by you from Mrs. Graeffe or from her securities?

A. Yes, sir, I kept a regular set of books for Mrs. Graeffe, marked "Estate of Mary J. Graeffe," at home, in which I entered all the transactions had for her, of her property.

Q. 46. What became of those books?

A. They were put in a safe that we had at the house, and moved from our house in July, 1881, when we broke up housekeeping, and stored in Morrell's storehouse. In October of the same year, the storehouse was destroyed by fire, and the Herring Safe Company, who built the safe, moved it to their factory, and opened it in my presence and all the books and papers were destroyed; nothing was left but a few keys and some silver.

171 Q. 47. Is there any place, or any record where there may be found a list of the property which came to Mrs. Graeffe from her father's estate, and from her uncle's estate, and which passed through your hands or came into your possession or under your control?

A. The property that came into my hands from Mr. Ammidown, as administrator of Mr. Garner's estate, has papers filed in the surrogate's office, and I have copies furnished me by the administrator at the time of the distribution. The property Mrs. Graeffe inherited from her father, consisted of real property in Rockland county, this State, altogether, comprising the mansion (the old homestead) and farm lots and the conveyances appear of record.

Q. 48. Were the proceeds collected by you?

A. Yes, sir.

Q. 49. Now, in the statement which you produced to-day, entitled: "The dry-goods business books of Albert J. Graeffe, and Graeffe

& Shaw," show, etc.—I find a debit charge against you of $18,108.79 of interest and a credit charge of $2,344.27; did you make the calculations of interest?

A. I did.

Q. 50. Upon what basis did you calculate the interest which you charged against yourself of $18,108.79 and which you have credited yourself with to the amount of $2,344.27?

A. On the basis of seven per cent. per annum for the time down to the 31st of December, 1879, and six per cent. thereafter, down to the end of the account.

Q. 51. Down to the 26th of February, 1881?

A. Yes, sir.

Mr. GRAEFFE's examination resumed:

It is agreed that the exhibits heretofore produced shall be marked New York exhibits; those of the defendant to be numbered consecutively; those of the complainants to be lettered.

172 Defendants' exhibits, marked as follows:

American Mills Co. account, N. Y. "No. 1."
Daily cash balances, N. Y. "No. 2."
Account real estate Warwick, N. Y. "No. 3."
Profit and loss, N. Y. "No. 4."
Loan account, N. Y. "No. 5."
A. J. Graeffe, stock account, N. Y. "No. 6."
Trial balance, N. Y. "No. 7."
A. J. Graeffe, private account, N. Y. "No. 8."
Bills-payable account, N. Y. "No. 9."

Complainants' exhibits marked as follows:

Profit and loss, Complainants' N. Y. "A."
Loan account, Complainants' N. Y. "B."
A. J. Graeffe, stock account, Complainants' N. Y. "C."
A. J. Graeffe, personal account, Complainants' N. Y. "D."
A. J. Graeffe, Complainants' N. Y. "E."
Bills-payable account, Complainants' N. Y. "F."

Inventory of property of Mary J. Graeffe, Schedule A.
Disposition of same by A. J. Graeffe, Schedule B.
Account between Mary J. Graeffe and Albert J. Graeffe, Schedule C.
Statement from books of A. J. Graeffe & Graeffe & Shaw, showing entries of loans and repayments to Mary J. Graeffe, Schedule D, together marked, } Complainants' N. Y. "G."

173 By Mr. WARD:

Q. 52. Mr. Graeffe, in these schedules that you have submitted there is a profit and loss account (Complainants' N. Y. "A"), which appears to cover the years 1873, 1874, 1875, 1876 and 1877, to November 1st. Will you tell me what your business connection was during those periods (and by that I mean whether you were in busi-

ness for yourself or with somebody else, and if so, separate the terms).

A. In 1873, 1874, 1875 and 1876, and part of the year 1877 I was associated with Mr. Shaw under the firm name of Graeffe & Shaw.

Q. 53. What was Mr. Shaw's name?

A. Charles G.

Q. 54. When did that firm begin?

A. I believe in 1873.

Q. 55. Well, what part of 1873?

A. About the first of January, 1873.

Q. 56. So that this Exhibit Complainants' N. Y. "A" simply covers the period of the existence of Graeffe & Shaw?

A. Yes.

Q. 57. And is a transcript from your book in which you kept accounts of that business—your ledger?

A. Two ledgers—yes, that's it.

Q. 58. Now after the termination of that account, Exhibit N. Y. "A" have you any profit and loss account until the commencement of Defendants' Exhibit N. Y. "4" (now shown)?

A. No.

Q. 59. And you have no profit and loss account, after the end of Defendants' N. Y. "4," have you?

A. No.

Q. 60. So that those two exhibits cover the profit and loss account of your business from the commencement of Complainants' N. Y. "A," down to the end?

A. Yes.

Q. 61. Now after the termination of the period covered by Complainants' N. Y. "A," were you in business with anybody else, or were you alone?

A. I was alone.

Q. 62. And did you continue alone down to the termination of the period covered by Defendants' N. Y. "4"?

A. Yes.

Q. 63. Complainants' Exhibit N. Y. "D" is entitled personal
174 account in part, in part A. J. Graeffe, and in part A. J. Graeffe private account; under the system under which your books were kept, is that all the same account?

A. Yes, all the same account.

Q. 64. And what is the meaning of the account—the significance of it,—what items are entered in it?

A. Family expenses—personal expenses—money that I had taken out of the business.

Q. 65. That is on the debit side?

A. On the debit side, yes.

Q. 66. All moneys that you took for personal use out of the business debited to that account?

A. Yes.

Q. 67. And the credit items of the account are what?

A. What would go to the credit of that account—the amount that

had been drawn out in the season of six months, down to the time of balancing up the books, and——

Q. 68. To the credit side of the account?

A. Yes—if there were no credits in the account, the total of the debits would be entered on the credit side in order to score off the books.

Q. 69. As a balance?

A. Not as a balance—to score off if there were none; if there were entries on the credit side of the account, the difference between such credits and the debit side of the account, would be entered on either side necessary to balance such account. As matter of fact, there was no money paid into the credit side of this account. For the six months ending December 31, 1877, there was no money paid into the credit side of the account, but the entry is a ficticious one and put in merely for the purpose of balancing the books.

Q. 70. The entries of February 9, 11, 23, 28, March 2, 4, and May 6, 1878, on the credit side of the account, represent what?

A. Well, now, if you want me to answer them all in one answer, I will have to go through the book. I shall have to look at the cash book in order to see what it means—they were moneys which I took from my wife's funds and put into my business.

Q. 71. I show you Complainants' Exhibit N. Y. "C" headed "Albert J. Graeffe, capital stock account" and on subse-
175 quent pages "Alfred J. Graeffe," and afterwards again "Albert J. Graeffe, stock account;" and subsequently "Albert J. Graeffe, new firm," and I wish to ask you what is the meaning of that account?

A. It is an account in my ledger, showing the amount placed to my credit in the firm of Graeffe & Shaw, from January, 1873, to about the middle of 1877, and A. J. Graeffe alone, from that time down to the beginning of Defendants' Exhibit N. Y. "6" and the moneys drawn out by me as per debit side.

Q. 72. Does that include the same items that are included in the Complainants' N. Y. "D," entitled personal account?

A. Complainants' N. Y. "C" is an earlier account.

Q. 73. "C" begins in July, 1877, and runs down to May, 1880?

A. And embraced the moneys I put into the business which appeared on the credit side, and the money I drew out personally, as appears by the debit side.

Q. 74. Then Complainants' Exhibit N. Y. "C," for the period which it covers corresponds in large measure to Complainants' Exhibit "D," and answers the same purpose to wit, of keeping an account of the moneys drawn from your business by you individually?

A. Yes; down to the time when Complainants' Exhibit N. Y. "D" begins.

—. Defendants' Exhibit N. Y. "6" entitled A. J. Graeffe's stock account, is a continuation of Complainants' Exhibit N. Y. "C" with the same title; is that the idea?

A. I believe you are correct there.

Q. 75. I think that appears to be the same thing?

A. I believe it is the same thing.

Q. 76. The entry under date of June 29, 1878, on the debit side of the Complainants' N. Y. "D" of $11,035 means what?

A. By the journal entry, page 302, that $11,035 means February 9, cash $2,500.00; February 11, $2,000.00; February 23, $2,415.00; February 28, $2,500.00; March 2, $1,320.00; March 4, $300.00; which amounts are charged to "A. J. Graeffe, personal account," and credited to "A. J. Graeffe's stock account" on transfer from former to latter account of those amounts.

176 Q. 77. The meaning of that entry, then, is that the six items of credit to A. J. Graeffe's private account were taken from that account and put to A. J. Graeffe's stock account to show that the moneys represented by those items had been put into the business, isn't it so?

A. I don't say that.

Q. 78. Are we to understand that Complainants' N. Y. "D" (personal account), and Complainants' N. Y. "C" (A. J. Graeffe's stock account), so far as they cover the same period after the dissolution of Graeffe & Shaw, mean practically the same thing?

A. They mean the same thing only for different times.

Q. 79. So that the entry of $11,035.00 on the debit side of the Complainants' N. Y. "D" (A. J. Graeffe, personal account), June 29, is a mere book-keeping entry, representing no actual transaction?

A. It merely shows a transfer from one account to another in the books.

Q. 80. And the entry of the same date on the credit side of the same account, "profit and loss, $11,382.00," is a fictitious entry to balance account?

A. The journal shows that it was to close A. J. Graeffe's personal account.

Q. 81. It represents no actual transaction?

A. Yes, it represents that transaction—it closes the account.

Q. 82. But no money passed one way or the other?

A. It was merely a transfer of account—it was put there to make the accounts balance.

Q. 83. Now, I call your attention to the entries on the credit side of the same account of July 8, November 10 and November 11, 1879, and ask you to explain those.

A. The credit of July 8th, of $1,261.00, is a credit to A. J. Graeffe, personal account of cash received from Brown Brothers & Co.

Q. 84. Your own funds, or Mary J. Graeffe's?

A. I don't know.

Q. 85. That amount went into your business, did it?

A. It was deposited by me in my business bank account.

Q. 85½. The next one—187?

177 A. November 10—is $2,750.00, received from George William Ballou & Co., and deposited by me in my business bank account.

Q. 86. Your wife's money, or your own?

A. I couldn't tell you at the present moment.

Q. 87. *Q.* 189?

A. November 11, $2,387.50—also a check from George William Ballou & Co.

Q. 88. In Complainants' N. Y. "D" A. J. Graeffe personal account, and afterwards A. J. Graeffe, at Dec. 2, 1879, is a credit of sundries, $240; look at the journal and tell us what that is?

A. J. C. Schroeder & Co., Dr. to A. J. Graeffe, for account of check given July 15, 1879, to order of J. Munro & Co., for J. Claude Freres, of Paris, to pay for sample shawls now transferred to date, and draw interest on July 15th.

Q. 89. The meaning of that is that on the 15th of July, you had personally paid $240 for account J. C. Schroeder & Co., or they had paid for you?

A. I had advanced the money for them. I had paid the money for them, and charged it to them. It was charged to them and credited to them. On July 15, 1879, I paid J. Munro & Co, for Claude Freres for sample shawls, $240, charged to me personally.

Q. 90. That is included in that item probably?

A. Yes, it is included in that—this amount is included in the debit entry under date of July 14, to 23, of $245.57.

Q. 91. On this same account under date of May 1, 1880, there is a credit item of $4,000. Be kind enough to state what that is.

A. It is the purchase-money of the property. It was for the real estate in Rhode Island.

Q. 92. That means that $4,000 had been paid on account of the real estate in Warwick, and charged to you personally in this account, and that this entry was made to offset that, and to make that $4,000 a charge against the account in your books, called "real estate in Warwick"?

A. Yes, it is transferred.

Q. 93. The next—$500?

A. That has the same explanation as the other.

Q. 94. And this $59.60?

A. That is for Cook & Van Slieck, attorneys in Providence, for searching title.

178 Q. 95. In Complainants' N. Y. "E" there is an entry under date of October 12, 1880—$150 credit; what does that mean?

A. Well, it was $150 that I paid into the business.

Q. 96. Was it your wife's money or your own?

A. It was received from me—I can't say.

Q. 97. The next entry on the credit side of this account, is by A. J. Graeffe stock account, $11,227.25; is that a simple book-keeping entry to balance the account, or does it represent a transaction?

A. The journal shows that A. J. Graeffe stock account was charged, and his personal account was credited for balance of account transferred $11,227.25.

By Mr. THAIN:

Q. 98. Then it is fictitious—merely to balance the account?

A. Merely to balance account.

By Mr. WARD:

Q. 99. The last entry, Complainants' N. Y. "E," is Feb. 28, by sundries $250, what is that?

A. That was on the third of February, I received $250 from Mr. Garner, and it was credited to suspense account, and afterwards suspense account was charged on the 28th of February and I credited with the same amount.

Q. 100. From W. H. Garner, your brother-in-law?

A. Yes, my brother-in-law.

Q. 101. Was that your money or your wife's?

A. I have forgotten the circumstances, and don't remember what it was.

Q. 102. I show you Complainants' Exhibit N. Y. "C," headed on first page "Albert J. Graeffe, capital stock account," and on the following pages A. J. Graeffe, then on the next three pages Albert J. Graeffe stock account, and on the last page, Albert J. Graeffe, new firm. At our last session, I asked you in regard to this account, as to what its meaning was, and you replied, "It is an account in my ledger showing the amount placed to my credit in the firm of Graeffe and Shaw, from January, 1873, to about the middle of 1877, and A. J. Graeffe alone from that time down to the beginning of Defendants' N. Y. '6,' and the moneys drawn out by me as per debit side." You were then asked, "Does that include the same items in Complainants' N. Y. 'D' entitled personal account," and you replied, "Complainants' N. Y. 'C' is an earlier account," and then you were asked the question, "Then Complainants' N. Y. 'C,' for the period which it covers corresponds in large measure with Complainant's N. Y. 'D,' and answers the same purpose, to wit, of keeping an account of the moneys drawn from your business by you individually." And you answered, "Yes, down to the time when Complainant's N. Y. 'D' begins." Now I desire to call your attention to that exhibit, and ask you whether you were not in error there, in reference to the last page headed, "A. J. Graeffe, new firm," which apparently covers a part of the same period, as the last page but one of the account in the same exhibit headed "Albert J. Graeffe stock account"? 179

A. The firm of Graeffe & Shaw dissolved about the first of July, 1877, and the items on the last two pages of this exhibit headed "A. J. Graeffe stock account," after the first day of July, 1877, are mere entries of the closing of the business of the firm of Graeffe & Shaw. On the second of July, after the dissolution of Graeffe & Shaw, I commenced business myself alone, and the last pages of this exhibit headed "A. J. Graeffe, new firm," is an account of my individual business after the termination of the firm of Graeffe & Shaw, so far as it goes.

Q. 103. And on this last page of this Exhibit Complainants' N. Y. "C" entitled "A. J. Graeffe, new firm," what are entered as debits and what as credits—by that I mean to ask whether the debit side means moneys paid out in the business?

A. The debit side means money taken out, and the credit side means money put in—not money put in, but credits.

Q. 104. On the debit side of this account, under date of July 1, 1877, there is an item "sundries $44,487.27." Be kind enough to explain the meaning of that entry?

180 A. According to Graeffe & Shaw's journal, page 124, July 1, 1877, A. J. Graeffe new firm is charged "To sundries $44,487.27 to close the accounts in the old firm, of the consignments," the accounts of which were transferred to A. J. Graeffe on that date. They were for goods in the hands of the old firm consigned on which $44,000 had been advanced and the same transferred to A. J. Graffe new firm, and he was charged with the amount that the old firm had advanced on the merchandise, which the firm of Graeffe & Shaw had advanced on consigned goods $44,487.27. At the time of the dissolution, the old firm consignment accounts were closed up, and this account was transferred to the new firm. A. J. Graeffe took the goods, and the amount that the old firm had advanced to him, in settlement of the accounts of consignments. (It was only limited to the consignors.)

Q. 105. You mean by that, that among the assets of the old firm, there were divers claims against persons for advances made on consignment of goods, and with the amount of these advances in closing the firm of Graeffe & Shaw, A. J. Graeffe was charged?

A. Yes.

Q. 106. Is there any entry in this account, showing the amount of goods on hand against which these different amounts were charged?

A. There is no different amount.

Q. 107. I mean these several amounts that make up that $44,487.27?

A. There wouldn't be likely to be, either in the journal or in the ledger—no doubt there was in the stock book.

Q. 108. But in this account there is nothing to show?

A. No, of course not, it wouldn't appear in the ledger.

Q. 109. Now, on the credit side of this account A. J. Graeffe new firm, under date of November 27, 1877, there is a credit item of C. G. Shaw $10,000. What is the explanation of that?

A. The entry appears in Graeffe & Shaw's journal, page 136, Nov., 1877, C. G. Shaw charged, and A. J. Graeffe new firm credited, cash paid Shaw on account of his interest in the firm of Graeffe & Shaw, in liquidation, $10,000.

181 Q. 110. Refer to your cash book, and state what the entry there is corresponding to this item?

A. In A. J. Graeffe's account book, under date of Nov. 28, 1877, appears the entry by Charles G. Shaw on account of his interest in firm of Graeffe & Shaw, in liquidation, $10,000.

Q. 111. The meaning of that is that so much money was on that day paid to Charles G. Shaw, isn't it?

A. Yes; then there appears in A. J. Graeffe's journal, 137, Nov. 28, 1877, "Sundries to cash account, Graeffe & Shaw, in liquidation, paid Charles G. Shaw, on account of his interest in the firm of Graeffe & Shaw, in liquidation, $10,000."

Q. 112. I call your attention to another matter; in the next

entry but one under date of Dec. 31, "Charles G. Shaw stock account, $17,357.54." Be kind enough to give us the meaning of that entry?

A. On Graeffe & Shaw's journal, page 138, Dec. 31, 1877, appears the entry "Sundries Dr. to Charles G. Shaw, stock account, interest in Graeffe & Shaw, in liquidation, transferred to new firm. $17,357.54." That was to close up the old books of Graeffe & Shaw, and to show the balance of his interest in the old firm, on the books of the new firm as an indebtedness of the new firm to him.

By Mr. THAIN:

Q. 113. That was in addition to the $10,000 cash already paid?

A. Yes, only of a later date.

By Mr. WARD:

Q. 114. This $17,357.54, represents a liability of the new firm of A. J. Graeffe?

A. Yes, I so understand that.

Q. 115. That is, it represents money that you individually owed to C. G. Shaw?

A. Let me see—yes, that represents money due from the new firm to Charles G. Shaw for his interest in the old firm in liquidation.

Q. 116. By new firm you mean yourself individually?

A. Yes.

Q. 117. But the entry of Nov. 28 (C. G. Shaw, $10,000), rep-
182 resents, you say, not a debt, but money paid out by you to Shaw?

A. Well, now—hold on, the best way is to find the account of Charles G. Shaw, and see how it stands.

Q. 118. Turn to your cash book and see whether, on the first of December there is an entry of payment to Charles G. Shaw of $17,357.54?

A. I have turned to December 31 in my cash book and I find no such entry, because it was not cash, but was a credit of balance of C. G. Shaw in the old firm of Graeffe & Shaw.

Q. 119. You want to go back then and change your explanation of this, "A. J. Graeffe, new firm"?

A. The transcript Complainants' N. Y. "C" on page 156 (the last thereof), headed "A. J. Graeffe, new firm" is a transcript from Graeffe & Shaw's ledger, of the same page, 156, verbatim. The item of Nov. 28, 1877, of $10,000 on the credit side is money—cash paid Charles G. Shaw out of the new firm of A. J. Graeffe on account of his interest in the old firm of Graeffe and Shaw in liquidation; and the item of December 1, on the credit side of this transcript of $17,357.54, was an entry showing the balance due to Charles G. Shaw to close up the account in the old books of Graeffe & Shaw. That the $10,000 and the $17,357.54 referred to, represents the amount due Charles G. Shaw for his share in the old firm, is shown by reference to his account in the ledger of Graeffe & Shaw, at page 164; the items being Nov. 14, 1877, by balance $26,575.77; Nov. 28, 1877, to A. J. Graeffe new firm, $10,000; Dec. 31, 1877, by

interest account, $801.77; Dec. 31, 1877, to A. J. Graeffe new firm, $17,377.51.

Q. 120. The ledger, of which this last page of Complainants' N. Y. "C." entitled A. J. Graeffe new firm, is a transcript, I understand, from the ledger of Graeffe & Shaw?

A. From the ledger of Graeffe & Shaw.

Q. 121. And reports the accounts of the firm of Graeffe & Shaw?

A. The closing up of the accounts of Graeffe & Shaw on transfer of all its merchandise and property to A. J. Graeffe new firm.

Q. 122. And the debit side of this account, A. J. Graeffe new firm, represents what—moneys paid out?

A. Well, in part.

183 Q. 123. Paid out by whom?

A. Paid to A. J. Graeffe in part, and other items are for closing up the firm of Graeffe & Shaw, where the debit charged was necessary to do so on transfer.

Q. 124. Do any of the debit entries, or entries on the debit side of this account, represent moneys paid out?

A. Well, now—that depends upon what you mean, whether it was moneys paid by the firm——

Q. 125. By anybody.

A. Yes, some of the items represent moneys paid by the firm to me.

Q. 126. All of them?

A. Not all, because here is an item of money paid to Garsed Bros.

Q. 127. The item of July, 1877, on the debit side, of $619.89, charged to cash—means what?

A. It means—the cash book of Graeffe & Shaw, July 2, 1877, shows by A. J. Graeffe new firm, $619.89. The explanation on the cash book being for transfer of following cash items:

Cash in drawer	$103 89
Mem. for check drawn in favor of L. W. & H. B. Duncan	500 00
Mem. of Frank	16 00
Total	$619 89

Q. 128. That is charged to A. J. Graeffe personally?

A. To A. J. Graeffe new firm.

Q. —. That is you personally?

A. I was alone in that firm—it was not personal account; it was a new business account.

Q. 130. That entry meant that on that day you individually paid to the firm of Graeffe & Shaw, $619.89?

A. No, I don't so understand it; it is not a credit, it is a charge. It was money that was paid to me. It was probably this—that I took it to close up the whole business on that day. Probably, the last day that Graeffe & Shaw were in existence as a firm, I took cash that was in the drawer and memorandums in the cash drawer of money paid to parties, and those items were charged to me.

184 Q. 131. Now the next item $605.75, charged to Garsed Brothers, the same day and same page; what is the meaning of that?

A. That is shown on Graeffe & Shaw's journal, page 119, July 2, 1877. "A. J. Graeffe new firm to Garsed Brothers for transfer of their account up to 1st of July to new firm, $605.75."

Q. 132. And this means the Garsed Brothers owed that money to the firm of Graeffe & Shaw for which you were charged?

A. Yes.

Q. 133. And the account was transferred to your books?

A. Yes.

Q. 134. Now the next item but one of July 11, 1877, $1,200 to cash.

A. Graeffe & Shaw's cash book shows July 11, 1877, by A. J. Graeffe new firm, transfer of cash to him, from Graeffe & Shaw's check on Importers' and Traders' bank, $1,200.

Q. 135. That was, that on that day, Graeffe & Shaw paid you so much money?

A. Yes.

Q. 136. And the succeeding entry of July 17, $800 means the same; that on that same day Graeffe & Shaw paid you $800?

A. Yes.

Q. 137. And on the following day (same folio) the item of $450 means that on that day they paid you so much money?

A. Yes.

Q. 138. And the same is true of *of* the $350 on the 20th?

A. Yes, they paid me on the 20th, $350.

Q. 139. And the same is true of the 23d, the next entry?

A. Yes.

Q. 140. And the next entry of $44,487.27, under date of July 1, means, if I understand aright, that that amount of money owing by different consignors to the firm of Graeffe & Shaw, for advance made in goods, was on that day transferred by Graeffe & Shaw to you as a claim against those consignors?

A. The item of July 1st, of $44,487.27 represents the advances in cash and acceptances made by the firm of Graeffe & Shaw on consignments to them which were transferred to A. J. Graeffe, new firm, and the amount of such advances charged to him, and that item is that charge.

185 Q. 141. Now this next item of July 27, cash $114.44, represents money paid to you on that day by the firm of Graeffe & Shaw.

A. Graeffe & Shaw on that day transferred a check to me for $114.44.

Q. 142. And the next item of Aug. 3rd and 8th, $550, represents also moneys or checks transferred to you by Graeffe & Shaw?

A. $300 on the 3rd of Aug., $250 on the 8th.

Q. 143. That was moneys or checks transferred to you by Graeffe & Shaw?

A. To A. J. Graeffe new firm, yes.

Q. 144. And the next of August 9th, $1,250, has the same meaning—that that much money was that day transferred to you by Graeffe & Shaw?

A. Yes

Q. 145. And the same is true of the next, of August 13th, $175?
A. Yes.
Q. 146. And also the next entry, Aug. 20, $1,150—the next page?
A. $1,150, Aug. 20.
Q. 147. That means check or money transferred?
A. That means cash transferred to me.
Q. 148. Now the next entry under head of July 1st, (journal folio 129) $711.67?
—. That is explained by the entry of Graeffe & Shaw, journal page 129, under date of July 1st, 1877. A. J. Graeffe new firm, charged, and merchandise account is credited net proceeds of goods on hand 1st of July, as per account sales rendered and discount value 1st of July, 1877, $711.67. It was the value of merchandise on hand belonging to Graeffe & Shaw turned over to A. J. Graeffe—new firm—on that day, and therefore he was charged therewith.
Q. 149. This next item of insurance, $77.88 of July 1st?
A. That was a charge made to A. J. Graeffe for policies on hand that had covered the goods while in the hands of Graeffe & Shaw, which policies were transferred to A. J. Graeffe. This represents the unearned premium.
Q. 150. The items of Sept. 1, 8, 21, of $1,500, $750, and $31.91 and $275, represent cash paid to you by Graeffe & Shaw?
A. Yes.
Q. 151. That means cash?
A. Transferred to me as a new firm from the old firm of Graeffe & Shaw.
Q. 152. The next of October 20th, H. B. Claflin & Co. 186 $521.20?
A. Graeffe & Shaw's journal page 133, October 20th, 1877, shows the entry of A. J. Graeffe, new firm, debited H. B. Claflin & Company—credit collected by A. J. Graeffe, $521.20.
Q. 153. And the succeeding item of $1.19 of Louis Stix & Company represents also moneys collected by you from Louis Stix & Company?
A. Yes.
Q. 154. The next item of $750, Oct. 2, 1877, appears in Graeffe & Shaw's journal, page 133—A. J. Graeffe, new firm, debited to cash account, transfer of cash $750.
A. It was cash received by the new firm from the old firm of Graeffe & Shaw.
Q. 155. Now, then, the items on the debit side of this last page of complainants' N. Y. "C" headed A. J. Graeffe, new firm, represents assets of Graeffe & Shaw, turned over to you under the name of "A. J. Graeffe, new firm"?
A. Yes.
Q. 156. Then the items on the credit side of this last page of complainants' N. Y. "C" entitled "A. J. Graeffe new firm" are moneys paid out by you for account of the firm of Graeffe & Shaw, excepting the last two items—one of which (A. J. Graeffe stock account) $24,408.34, represents your interest in the firm of Graeffe & Shaw,

and the last one (C. G. Shaw) $17,357.54, of December 31, 1877, represents C. G. Shaw's interest in the firm of Graeffe & Shaw, is that right?

A. Yes, that is correct.

Q. 157. On complainant's N. Y. "C" the last page, under the head of A. J. Graeffe new firm, is a credit by C. G. Shaw $17,357.54. I understand you to say that that represented the balance of his interest in the firm of Graeffe & Shaw?

A. Yes.

Q 158. Was that carried into your books to open any account with C. G. Shaw?

A. Yes.

Q. 159. And that account was balanced where?

A. It never has been balanced. It shows a balance unpaid of $2,400.48 on July 1st, 1880.

Q. 160. I show you Defendants' Exhibit N. Y. "4," "profit and loss account," and on the credit side "sundries, entries by interest on capital," &c. Just be kind enough to explain those en-
187 tries; by that I mean to say whether that is a mere book-keeping entry to show what the interest on the capital (that your accounts show you had in the business) would have been, or whether it was money paid or anything of that sort?

A. It was the interest calculated at the end of the year upon the amount of money used in the business, and was not money paid out.

Q. 161. That was merely a figuring of interest?

A. It was merely a calculation of interest on money in use in the business.

Q. 162. Now as to your "bills-payable account;" I show you Complainants' Exhibit N. Y. "F," bills-payable account, "and I want an explanation of the way in which that account was kept, in this way—what items are credited to bills-payable account, and what items are debited to bills-payable account.

A. When a draft drawn by a consignor was accepted by our firm, the bills-payable account was credited with the amount of the draft, and the consignor was charged. Then when the acceptance was paid by us, the bills-payable account was charged and the cash account was credited. Sometimes, at the time of accepting a draft drawn on us, by the consignor, at his request we would cash the draft, and in that case the original acceptance would be credited to bills-payable account, and its amount would also be debited to bills-payable account, and when afterwards we procured the discount of that draft, it would be again credited to the bills-payable account, and when paid, again it would be debited to bills-payable account. It also might have occurred that a draft drawn by a consignor, was sent to me for my own accommodation, in instances where the advances already made on the consignment, exceeded in value of the goods held as security; in such instances the acceptances, when used by me, would appear on the credit side of bills-payable account, and cash received therefor charged to cash; and

when the acceptance was paid it would be charged to bills-payable account and credited to cash.

Q. 163. Then it would result that the balance to the credit
188 of bills payable account on any given date, would represent the amount of outstanding obligations at that date, wouldn't it?

A. Provided everything had been entered in the bills-payable account.

Q. 164. It ought to show it?

A. That should be the case. At the end of the bills-payable account, on Feb. 18, 1881, the balance on the credit side of bills payable account is about $90,000; and that was the amount of the acceptance outstanding.

Q. 165. I noticed in Defendants' N. Y. "6" A. J. Graeffe's stock account, on entries Dec. 31, 1877, by stock account $990.95; and July 1, 1878, by stock account, $1,821.81; Jan. 1, 1879, by stock account $1,994.58, and July 1, 1879, by another stock account, $22,665.50; what is the difference between "A. J. Graeffe stock account" and "stock account"?

A. In my books there was an account called "stock account" separate from "A. J. Graeffe stock account" and it was a simple book-keeping account, and all items in it, down to June 30, 1879, were transferred by cross entry, to the account headed "A. J. Graeffe stock account," and appear in Defendants' N. Y. "6" mentioned in this question; and they represented the inventoried value of goods on hand belonging to me. As to the rest—the remaining entries in this account were merely book-keeping entries to balance the account.

Q. 166. Now, Mr. Graeffe, aside from money made in your business, you never had any money?

A. No, all the money——

Q. 167. What I mean is, that you never had any money of your own except what you made in your own business?

A. No, never.

Q. 168. Now I show you Complainants' N. Y. "G" and ask you whether (as matter of fact) Schedule B of this exhibit, accounts for the disposition of all the property mentioned in Schedule A of this exhibit?

A. No; up to the date of the last entry in Schedule B, I had not disposed of the following securities mentioned in Schedule A:

189 *List of Mrs. Graeffe's Property as per Complainants' N. Y. "G" Remaining Unsold on February 26, 1881.*

$1,000 bond, Red River Iron Manufacturing Co. No. 296	$1,000 00
7 unpaid Red River Iron Manufacturing Co. coupons	280 00
1/3 of $1,000 bond, Red River Iron Manufacturing Co. No. 297	333 33⅓
1/3 of $280 coupons, Red River Iron Manufacturing Co.	93 33⅓
1/3 of $1,000 bond Selma, Rome & Dalton R. R. No. 2901	333 33⅓
1/3 of $385 coupons Selma, Rome & Dalton R. R.	128 33⅓
1/3 of $2,000 bonds Arkansas State 6%'s, No. 1614 & 1693	666 66⅔
1/3 of $540 coupons, Arkansas State 6%'s	180 00
1/3 of $1,000 bond Placerville & Sacramento R. R., No. 342	333 33⅓
1/3 of $1,000 coupons Placerville & Sacramento R. R.	366 66⅔
20 shares N. J. Southern R. R., No. 2094	2,000 00
10 shares Manhattan Quotation Telegraph, No. 336	500 00
6 shares Christopher & Tenth Street R. R. No. 204	600 00
100 shares Minnesota R. R. Construction Co. No. 220	10,000 00
33 shares McGregor & Missouri River R. R. No. 66	3,300 00
1/3 of one share McGregor & Missouri River R. R. No. 67	33 33⅓
1 share Louisiana & Missouri River R. R. No. 559	100 00
1/3 of one share Louisiana & Missouri River R. R. No. 568	33 33⅓
4 shares Louisiana & Missouri River R. R., preferred, No. 473	400 00
	$20,681 66⅔

190 Q. 169. Then does Schedule A of that exhibit (complainants' N. Y. "G") show all the money or other property inherited by your wife and received by you, together with the income derived from that property, after its receipt and before its sale?

A. Yes.

Q. 170. Now does Schedule "B" of that exhibit show the actual money received from the sale of such securities mentioned in Schedule "A" as were sold, together with the income derived from these securities prior to their sale?

A. It shows all money received from the sale of the securities mentioned, and property mentioned in Schedule "A," together with that which was due thereon for coupons of whatever else there was.

Q. 171. Does Schedule "B" also contain a statement of the moneys received by you for dividends declared, or coupons maturing, or other income accruing on the securities, and property mentioned in Schedule "A" between the time when those securities and

property were received by you for Mrs. Graeffe, and the time when they were sold?

A. Yes.

Q. 172. And all the income that accrued, or interest or dividends on that property and securities you collected?

A. Yes.

Q. 173. I call your attention to the end of Schedule "B" of complainants' N. Y. "G" to the entry after the footing $110,945.31, "add interest $24,566.75." What is the meaning of this last entry—what does it represent?

A. It represents the interest on the preceding items in that schedule, from the date of their receipt down to February 24 or 26, 1881, at 7% per annum down to January 1st, 1880, and 6% thereafter.

Q. 174. Now, I call your attention to the succeeding items on this schedule "1876, December 7, cash paid to Mary J. Graeffe." What does that mean?

A. It means that I received from Mr. Ammidown (the administrator of her uncle's estate) this $292.78 as the balance due her in the estate of her grandfather, of which James G. Garner had been administrator, and I paid it to her.

Q. 175. And that item is included in the preceding part of Schedule "B," is it?

A. Yes.

191 Q. 176. Now as to the next item, "Tebo & Neosho R. R. bond $2,000 at 83 $1,660;" what is the meaning of that?

A. That means that there were those $2,000 Tebo & Neosho R. R. bonds, belonging to the fractional bonds which had been placed with Vermilye & Co. for sale; I took them for Mrs. Graeffe and her account was charged therewith.

Q. 177. It does not represent money paid out?

A. That represents a charge against Mary J. Graeffe's interest in fractional bonds, in the hands of Vermilye & Co. to pay the shares of the others interested in these bonds which thereupon became her property; and these bonds were afterwards sold by me on February 25, 1878, as appears in the preceding part of this schedule.

Q. 178. Now the next item "June 5, 1877, cash paid to Mary J. Graeffe"?

A. That was money that I paid for her to Judge Cullen of Brooklyn.

Q. 179. And the next item "June 22, 1877, $5,400"?

A. That was also money that I paid for her in the same connection as the $600 for purchase of some lots on which she proposed to erect a house in Brooklyn.

Q. 180. The item "Sept. 24, 1877, interest to Vermilye & Co., $295.44"?

A. That was interest as appears by Vermilye & Co.'s account and charged against her.

Q. 181. The next item, "April 9, 1878, cash paid for Mary J. Graeffe, $80.78"?

A. For taxes on her lots in Brooklyn.

Q. 182. The next item, "July 1, 1878, interest paid Mary J. Graeffe on account"?

A. That was $350 that I paid her for six months' interest on the $10,000, received from the sale of her Haverstraw property.

Q. 183. The next item, Dec. 20?

A. $50.08 for taxes on Brooklyn property.

Q. 184. The next one, Jan. 10th, 1880, $47.92?

A. Also for taxes.

Q. 185. The next, March 4, 1880, $11.21?

A. That was for taxes.

Q. 186. And the next one, Feb. 4, 1881, $2,000, what was that?

A. That was cash paid Mary J. Graeffe on account of loans.

192 Q. 187. And Feb. 4, 1881, $20.67?

A. That was money paid her.

Q. 188. The next, Feb. 21, 1881, cash $3,500?

A. That was also on account of loans—cash paid to her, and on the same day $58.33 cash paid to her, and on Feb. 24, 1881, cash paid to her $4,000, and on the same day $500.

Q. 189. The next item Feb. 24, 1881, "add interest $1,492.64" represents what?

A. Interest charged Mary J. Graeffe on the preceding sums—items paid to or for her, at seven per cent. per annum, down to January 1, 1880, and six per cent. thereafter.

Q. 190. The next item, Feb. 24, 1881, "paid by transfer of personal property $7,315.15"?

A. That was the value of the furniture in my house—furniture that was transferred to her.

Q. 191. Now in this account, apparently, you haven't charged Mrs. Graeffe with any moneys which you gave her during these years for spending money.

A. Anything that I have paid her on account of the moneys that I have had from her, I have.

Q. 192. These are all in this account, that you paid her on account of your indebtedness to her?

A. Yes, I so regarded it; I gave her money from time to time, with which she bought necessaries for the house, and also to buy furniture, carpets, &c.

Redirect examination by Mr. THAIN:

Q. 193. What was the condition of your bank account on March 16, 1880, the day you made the first payment on account of the purchase from Mary A. and Eliza Howland of the Warwick property?

A. My bank account was overdrawn $5,891.90.

Q. 194. When and how was that overdraft made good?

A. On the 18th of March, when I received from Vermilye & Co. a check for $6,942.13 of moneys in their hands belonging to Mrs. Graeffe; and I deposited it in my bank; the check for $3,900 I

mailed to Rhode Island, and it did not reach my bank until I had deposited Vermilye & Co.'s check.

193 Q. 195. What sum was paid to Dutee Arnold about May 25, 1880, for the purchase from him?

A. The check of $100 and $1,200.

Q. 196. From what source was that money received?

A. Check, May 15, 1880, of $1,774.23 from Edward H. Ammidown, administrator, balance of a mortgage in which Mrs. Graeffe was interested.

Q. 197. How much was paid to Mary Clapp and Mary S. W. Clapp about April 3, 1880, for conveyance of water rights?

A. On March 23, 1880, $200, and April 1, 1880, $300; those are the dates of checks.

Q. 198. From what source did those moneys come?

A. From check of George William Ballou & Co., from sale of Mobile and Ohio R. R. bonds belonging to Mrs. Graeffe, $1,002.15.

Q. 199. What was the condition of the Howland property at the time of purchase as to incumbrances thereon?

A. It had been mortgaged to Samuel S. Tillinghast for $5,000, which was not then due, but became due about Sept. 1, 1880.

Q. 200. Has that since been paid; when, how and by whom?

A. It was paid by check sent about Aug. 31, 1880, by me, out of funds of Mrs. Graeffe in my hands.

Q. 201. What was the condition of the Arnold property at the time of the purchase?

A. There was a mortgage on it of about $1,500, or an outstanding note for that amount of the purchase-money, I forgot which.

Q. 202. When was that due—how and by whom paid?

A. About May, 1881, by Mrs. Graeffe through her brother Mr. Garner.

Q. 203. Were any other sums paid on account of purchase-money of the Warwick property or in discharge of incumbrances thereon?

A. None except $100 in cash paid at the time of making the contract for purchase from the Howlands.

Q. 204. How was the balance of the $48,000 or $49,000 of purchase-moneys mentioned in the deed of conveyance from you to Garner, and from Garner to Mrs. Graeffe, made up?

A. This was made up of expenditures for improvements and betterments put on the property after the original purchase.

194 Q. 205. How, and by whom paid?

A. Out of moneys in my hands belonging to Mrs. Graeffe.

Q. 206. On your cross-examination you were asked the following questions: "Now, I call your attention to the entries on the credit side of the same account of July 8, Nov. 10 and Nov. 11, 1879, and ask you to explain those," and you answered. "The credit of July 8th, of $1,261, is a credit to A. J. Graeffe, personal account of cash received from Brown Bros. & Co." Then you were asked, "Your own funds or Mary J. Graeffe's?" And you answered, "I don't know." Have you since examined your books and refreshed your memory, so that now you can answer those questions?

A. I have; I find as a fact, that those moneys were Mrs. Graeffe's.

Q. 207. Is the same true as to the other two items, namely, of Nov. 10, $2,750; and Nov. 11, $2,387.50, as to which you were then unable to answer?

A. Yes, those, I find, were also Mrs. Graeffe's moneys.

Recross-examination of Mr. GRAEFFE by Mr. WARD:

Q. 208. Mr. Graeffe, in your redirect examination you stated that on the 18th of March you received from Vermilye & Co., a check for $6,942.13, of moneys in their hands belonging to Mrs. Graeffe. To whose order was that check?

A. In the cash book, at page 226, March 18, on the debit side is entered, "To loan account, M. J. Graeffe, $6,942.13," but it does not state to whose order the check was drawn; the stub of the check book shows an entry, "March 18, 1880, Vermilye & Co., $6,942.13." I couldn't say to whose order that check was drawn.

Q. 209. Didn't you at that time have an account with Vermilye & Co., in your own name?

A. Well, it will necessitate my going through these books to find out; I have no other data to go by; all moneys I received from Vermilye & Co., in all the accounts I had with them of Mrs. Graeffe's funds, they recognized me as the party and paid me; they recognized me and took my receipts and my word for it before they paid me.

Q. 210. Do you mean to be understood as saying this check
195 of $6,942.13 was moneys which were paid you by Vermilye & Co., as the proceeds of sales by them on securities which your wife had received from her uncle's estate?

A. I would have to examine accounts before I could answer the question.

Q. 211. You have no recollection?

A. It is seven years ago; I have not.

B. 212. Look at the stub of your check book, about October 18 or 19, 1879, and see if you don't find an entry of a check to the order of Vermilye & Co.?

A. On the 13th, I find one here, $1,500; yes, there is an item there.

Q. 213. The stub of the check—how does that read? What is that entry?

A. The entry is "October 13, 1879, A. J. Graeffe debited with check to Vermilye & Co., $1,500."

Q. 214. Now, when is the next check to Vermilye & Co.?

A. The 20th of December, 1879, A. J. Graeffe is charged with check to Vermilye & Co., $2,000.

Q. 215. And the next one?

A. The next one is February 12, 1880, A. J. Graeffe is charged——

Q. 216. Is there no check between those dates?

A. No, there seems to be nothing here between those dates, the 20th of December, 1879, and the 12th of February, 1880.

Q. 217. What is the check of February 12th?

A. $2,000.

Q. 218. Was there any other check prior to the date of the check, $6,942.13, drawn to the order of Vermilye & Co.?

A. There was.

Q. 219. What was that—the next one?

A. I might as well begin at the start; the first check to Vermilye & Co.——

Q. 220. Answer this question, was there any check between February 12 and March 18?

A. No, I find nothing.

Q. 221. Now, as a matter of fact Mr. Graeffe, was not the check from Vermilye & Co. to you, drawn or endorsed to your order individually, this check for $6,942.13?

A. I could not say that.

Q. 222. What is your impression about it?

196 A. I wouldn't like to say without knowing definitely; I have no recollection.

Q. 223. As matter of fact, on the 13th of October, 1879, didn't you make a deposit with Vermilye & Co., as a margin on the purchase of stock?

A. I think I did now you speak of it.

Q. 224. Were not the other checks given then to cover a deficit in the margins?

A. I think so.

Q. 225. Was not that account in your own name?

A. Yes, I believe it was.

Q. 226. Then this last check would have been to your order to close the account?

A. If it was to close the accounts.

Q. 227. What is your recollection or impression about that?

A. That I would have to look into.

Redirect examination by Mr. THAIN:

Q. 228. Mr. Graeffe, look at your books of account on the 4th day of August, 1879, and see if on that date there was any payment, deposit or transfer of securities belonging to Mrs. Graeffe, to Vermilye & Co.?

A. There was; on the 4th of August, 1879, Vermilye & Co. had 93 shares of St. Louis, Iron Mountain and Southern Railroad stock, belonging to Mary J. Graeffe, namely, forty-six, certificate number 0 1,024, and forty-seven shares, received for her part of the security given for the Blodgett mortgage, as named in the schedule, making ninety-three shares altogether.

Q. 229. On the 13th of October, 1879, to what extent had you received and disposed of securities belonging to Mrs. Graeffe, from her father's or uncle's estates—not exact dollars and cents, but to the extent of $90,000—can you say?

A. Yes.

Q. 230. And had that sum diminished any on the 20th of December, 1879, or had you increased it by proceeds from any other property or securities?

A. After the 13th of October, 1879?

Q. 231. Yes, and down to December, 1879, say down to December, 1879, and February, 1880?

A. Had I received any other property during that interval?

197 Q. 232. Any other property or securities belonging to Mrs. Graeffe?

A. I don't recollect any other.

Q. 233. From the 12th of October, 1879, down to the 12th of February, 1880, (or thereabouts), had you made any payments to Mrs. Graeffe, and if so, say to what amount?

A. The only payment that I made during that period, was that of the 10th of January, 1880, $49.92, for taxes on the Brooklyn property.

Q. 234. These receipts of securities and conversion of them into moneys by you, was done under what authority; was it oral or in writing, and what was the nature of it?

A. Authority from Mrs. Graeffe you mean.

Q. 235. Yes.

A. There was no authority whatever.

Q. 236. Did you have no power of attorney?

A. Not to sell these securities.

Q. 237. But you had a power of attorney for some purpose?

A. To receive from the administrator.

Q. 238. I observe, Mr. Graeffe, that on the 18th of March, when you say that your bank account was overdrawn $5,852.90, your books actually show a balance of cash to your credit; how do you account for the fact being as you state, and your books showing that you had a balance of cash to your credit?

A. The cash book, at page 226 shows March 16, 1880, to amount brought forward from folio 224, which is the balance brought forward from the preceding day, $1,957.21. The credit side, page 227, same book, March 16, 1880, shows, by amount brought forward from folio 225, $76.63; by bills-payable account, paid discounting acceptances, J. C. Schroeder & Co., less interest, $2,937.50, and March 16, by A. J. Graeffe, check No. 3939, $3,900; these together amounting to $6,913.14, was amount of the money paid out on that day, March 16th.

Q. 239. When you speak of paying out, you mean you drew checks?

A. Yes, drew checks.

Q. 240. Had you that amount for which you drew the checks, to your credit in the bank, or in cash in your store, or in your possession at that time?

A. I had not; now then, to balance the cash book of that date, a fictitious amount was entered on the debit side of the cash book, of $5,852.90.

198 Q. 241. The $5,852.90 was an actual deficit in cash?

A. Yes, for that day; and then on the credit side of the cash book, the balance of cash on hand of $26.48, and the memorandums of items that had been paid out from day to day, but not charged in the check book, were entered as balance on hand.

Q. 242. As cash on hand?

A. As cash on hand, amounting to $895.98; and in fact the cash for that day was closed, bringing the shortage or deficit in cash to the 17th of March, as $5,852.90. The same deficit existed on the morning of the 18th of March.

By Mr. WARD—recross-examination:

Q. 243. In reply to the first question on your last redirect examination, you say that on the fourth of August, 1879, Vermilye & Co., had certain shares of St. Louis, Iron Mountain & Southern R. R. stock belonging to Mrs. Graeffe. Is it not the fact that between that day and the 6th of August, they sold that stock and paid you the proceeds, to wit: $2,615.62?

A. Yes, they did; $2,615.62 for the sale of those shares.

Q. 244. And it is not the fact that on that day, by the sale of those securities, Vermilye & Co. remained without any securities of Mrs. Graeffe's in their hands?

A. I do not think that they had any others.

ALBERT J. GRAEFFE.

Taken, subscribed and sworn to, by consent of counsel, before me—

SAMUEL W. BOWER,
Notary Public, Kings Co.

Cert. filed in N. Y. Co.

199 United States Circuit Court, District of Rhode Island.

ALBERT J. GRAEFFE, &c.,
vs.
THE SECOND NATIONAL BANK.

ALBERT J. GRAEFFE recalled for defendant:

Q. 245. Look at the paper now shown you, and state what it is.

A. It is a trial balance from my books of date the 31st day of December, 1879; it was prepared by me and is correct.

Offered in evidence by defendants, and marked "Ex. N. Y. No. 10."

Q. 246. Look at the paper now shown you, and state what it is.

A. It is a transcript from my ledger of the account entitled, "stock account," and of the whole thereof, with the corresponding journal entries, after June 30th, 1879; it was prepared by me and is correct.

Offered in evidence by defendants and marked Ex. N. Y. No. 11.

ALBERT J. GRAEFFE.

Subscribed and sworn to before me this 22d day of June, 1887.

SAMUEL W. BOWER,
Notary Public.

200 Defendant offers in evidence assignment by American Mills Co. to Thomas A. Pearce, Jr., dated March 4, 1881. Objected to by complainants as irrelevant and immaterial; marked Ex. N. Y. No. 12.

Testimony closed.

N. Y. 1.

Dr. *American Mills Co.* Cr.

201 324

1880.							1880.		
May	1.	To cash	325	62	50	May	1. By cash	325	12 69
"	"	"	326	21	25	Sept.	30. " mdse.	424	1,166 71
"	"	"	"	56	35	"	" " int.	"	54 83
"	17.	"	334	250	00	"	" " balance	"	2,787 65
July	15.	"	368	16	75				
Aug.	3.	"	378	1	50				
"	9.	" tel.	382		30				
"	"	" "	"		22				
"	24.	" "	391		30				
"	31.	" tel.	397		38				
Sept.	14.	To acceptance #1	408	3,500	00				
"	22.	" cash	413	12	00				
"	25.	" " frt. 1c.	418		30				
"	27.	" " " 2c.	420		48				
"	"	" " tel.	"		40				
"	29.	" " frt. 3c.	422		72				
"	30.	" " " 2c.	423		48				
"	"	" comm'n and ctge.	424	90	50				
"	"	" int.	"	7	45				
	"		"	4,021	88				4,021 88
Oct.	1.	To balance	"	2,787	65	Oct.	12. By cash	439	5 92
"	1.	" cash frt. 1c.	425		30				
"	2.	" " " 2c.	426		48				
"	"	" acceptance #2	427	2,500	00				
"	4.	" cash frt. 1c.	428		30				
"	5.	" " " 3c.	429		62				
"	6.	" " " 4c.	431		96				
"	6.	" " tel.	"	2	91				
"	7.	" "	433	2	00				
"	"	" "	"	31	69				

								31	69
"	"	"	"	frt.	3c	"		72	
"	9.	"	"	"	4c	436		96	
"	8.	"	"	"	2c	437		48	
"	11.	"	"	"	2c	438		48	
"	"	"	"	tel.		"		75	
"	12.	"	"	frt.	4c	439		96	
"	"	"	"	tels.		"		88	
"	"	"	"	acceptance	#4	440	4,000	00	
"	"	"	"	"	#5	"	2,000	00	
"	13.	"	cash	frt.	4c	442		96	
"	14.	"	"	frt.	5c	443	1	20	
"	15.	"	"	"	2c	444		48	
202		325	To folio			325	11,334	78	

1880.

Oct.	15.	To amt. from folio 324				324	$11,334	78	
"	"	"	cash	tel.		444		42	
"	16.	"	"	frt.	4c	146		96	
"	18.	"	"	"	2c	448		48	
"	19.	"	"	"	7c	449	1	68	
"	"	"	"			"	35	50	
"	20.	"	"	frt.	4c	450		96	
"	"	"	"	tel.		"		38	
"	21.	"	"	frt.	3c	451		72	
"	22.	"	"	"	3c	453		72	
"	23.	"	"	"	6c	"	1	44	
"	25.	"	"	"	7c	456	1	68	
"	26.	"	"	"	3c	457		72	
"	"	"	mdse.			459	19,282	12	
"	27.	"	cash	frt.	3c	460		72	
"	28.	"	"			461	3	00	
"	"	"	"	tel.		"		30	
"	"	"	acceptance	#6		"	2,000	00	
"	"	"	"	#7		"	2,500	00	
"	29.	"	cash	frt.	3c	462		72	
"	30.	"	"	"	3c	463		72	
"	"	"	"			"		51	
"	28.	"	"	frt.	3c	461		72	

To folio			325		5	92

1880.

Oct.	15.	By amt. from folio 324			$5	92	
"	30.	"	merchandise	463	12,490	32	
"	"	"	"	"	3	66	
"	"	"	int.	464	262	50	
"	31.	"	balance	"	23,423	14	

19—43

DR. *American Mills Co., East Greenwich, R. I.*—Continued. CR.

Oct.	30.	To comm.		463	$936	77			
"	"	" cartage.		464	14	50			
"	"	" int.		"	65	02			
					$36,185	54		$36,185	54
Nov.	1.	To balance		464	$23,423	14			
"	"	" cash		467	39	45			
"	"	" " frt. 4c.		"		96			
"	2.	" " " 4c.		468		96			
"	3.	" " " 4c.		"		96			
"	4.	" " " 6c.		470	1	44			
"	5.	" " " 4c.		472		96			
"	6.	" " " 4c.		"		96			
"	8.	" " " 4c.		474		96			
"	9.	" " " 5c.		475	1	20			
"	1.	" acceptance #8.		476	2,500	00			
"	6.	" " #9.		477	3,100	40			
"	10.	" mdse. 10 days.		475	12	71			
"	"	" cash frt. 6c.		476	1	44			
"	"	" "		"	1	50			
203		290 To folio 290			$29,087	04			
1880.							1880.		
Nov.	10.	To am't from folio 325			$29,087	04	Nov. 22. By com.	7	$1,446 15
"	"	" acceptance #10		477	2,500	00	" " " int.	7	42
"	"	" " #12		"	2,500	00	" 30. " merchandise	14	8,216 24
"	11.	" cash frt. 4c.		478		96	" " " int.	"	384 66
"	"	" " tels.		479		88	" " " balance	"	33,639 19
"	12.	" " frt. 8c.		480	1	92			
"	"	" acceptance #2160		"	2,000	00			
"	"	" " #2161		1	2,000	00			
"	13.	" cash frt. 2c.		"		48			
"	"	" " tel.		"		30			
"	15.	" " frt. 7c.		2	1	68			

Nov.	15.	To cash exp. on sample	2		55
"	16.	" " frt. 6c	"	1	44
"	17.	" " " 6c	"	1	44
"	18.	" " " 4c	4		96
"	19.	" " " 5c	"	1	20
"	"	" "	"	6	50
"	"	" mdse.	6	2	35
"	20.	" cash frt. 5c	"	1	20
"	"	" "	"	1,683	31
"	22.	" mdse. 30 days	7	64	13
"	23.	" " 30 "	"	39	69
"	22.	" cash frt. 5c	8	1	20
"	23.	" " " 5c	9	1	20
"	24.	" " " 4c	"		96
"	26.	" acceptance # 2162	11	3,000	00
"	27.	" int.	"	9	17
"	"	" cash frt. 10c		2	40
"	29.	" " " 7c	12	1	68
"	30.	" " " 4c	13		96
"	"	" mdse. 60 days	"	10	00
"	"	" "	"		75
"	"	" comn. and ctge	14	632	72
"	"	" int.	"	129	59
				$43,686	66
Dec.	1.	To balance	14	$33,639	19
"	"	" cash frt. 6c	15	1	44
"	2.	" " " 6c	16	1	44
"	"	" acceptance # 2163	17	2,500	00
"	3.	" cash frt. 3c	"		72
"	4.	" mdse.	18	4	16
"	"	" cash frt. 3c	"		72
		To folio 291		$36,147	67

$43,686 66

DR. *American Mills Co., East Greenwich, R. I.*—Continued. CR.

204 291

1880.						1880.					
Dec.	4.	To amt. from folio 290			$36,147 67	Dec.	4.	By amt. from folio 290			
"	6.	" cash frt. 5c		19	1 20	"	11.	" bills payable #2169		24	$3,000 00
"	3.	" acceptance #2164		"	2,500 00	"	31.	" suspense %		36	321 49
"	7.	" cash frt. 4c		"	96	"	"	" merchandise		"	10,031 26
"	"	" mdse.		20	4 00	"	"	" int.		37	361 34
"	"	" " cash		"	2 40	"	"	" mdse.		"	190 65
"	8.	" cash frt. 3c		"	72	"	"	" int.		38	2 03
"	"	" "		21	75	"	"	" balance		"	40,478 03
"	"	" acceptance #2168		"	2,500 00						
"	"	" " #2169		"	3,000 00						
"	9.	" cash frt. 4c		"	96						
"	10.	" " " 5c		22	1 20						
"	"	" " "		"	5 31						
"	11.	" acceptance #2178		"	4,000 00						
"	"	" mdse. 60 days		23	9 50						
"	"	" cash frt. 1c		"	30						
"	"	" "		"	200 00						
"	"	" "		"	25						
"	13.	" " frt. 5c		24	1 20						
"	14.	" " " 1c		25	30						
"	15.	" " " 3c		26	72						
"	16.	" " " 2c		"	48						
"	17.	" " " 3c		27	72						
"	18.	" acceptance #2173		28	3,000 00						
"	18.	" " #2179		"	2,000 00						
"	"	" cash frt. 3c		"	72						
"	20.	" " " 1c		29	30						
"	"	" " exp.		"	30						
"	31.	" comn. and ctge		36	761 84						
"	"	" int.		37	228 70						
"	"	" comn.		38	14 30						
					$54,384 80						$54,384 80

1881.					
Jan'y 1.	To balance		38	$40,478	03
" 3.	" cash frt. 1c		41		30
" "	" "		"	76	71
" 4.	" " frt. 4c		42		72
" "	" " acceptance #2176		"	2,500	00
" 5.	" cash frt. 3c		43		72
" 6.	" " " 3c		"		72
" "	" " tel.		"		32
" 7.	" " frt. 1c		"		30
" 8.	" " " 1c		44		30
	To folio 114			$43,058	12

205 114

1881.				
Jan'y 8.	To am't from folio 291		$43,058	12
" 11.	" cash frt. 1c	45		30
" 13.	" " " 2c	46		48
" 14.	" mdse. 30 days	"	19	71
" "	" " " " "	"	11	30
" "	" cash tel.	47		44
" "	" mdse.	"	2	91
" 15.	" " Jan'y 18, 30 days	"	1	62
" "	" cash tel.	48		25
" 17.	" " frt. 23c	49	5	14
" "	" "	"	4,000	00
" "	" " tel.	"		30
" 18.	" mdse. 30 days	50	2	85
" "	" cash frt. 7c	"	1	64
" "	" " exp.	"		30
" 19.	" " frt. 5c	"	1	12
" "	" acceptance #2171	"	2,500	00
" 20.	" cash frt. 1c	51		30
" 21.	" " " 2c	"		48
" 22.	" " " 3c	52		72
" 25.	" " " 4c	54		88
" 26.	" mdse. cash	"	1	65
" "	" cash frt. 4c	"		96

1881.				
Jan'y 3.	By mdse.	41	$22	61
	To folio 114			

1881.				
Jan'y 8.	By amt. from folio 291		$22	61
" 31.	" merchandise	57	8,824	67
" "	" int.	"	297	50
" "	" balance	"	50,411	61

DR. *American Mills Co., East Greenwich, R. I.*—Continued. CR.

Jan'y	27.	To cash frt. 6c	55	81	44		
"	28.	" " " 4c	"		96		
"	"	" acceptance # 2187	"	2,500	00		
"	"	" " # 2188	"	3,500	00		
"	"	" " # 2190	"	2,988	36		
"	29.	" cash tel.	56		54		
"	31.	" " frt. 5c	57	1	20		
"	"	" " tel.	"		36		
"	"	" comn. and ctge.	"	676	35		
"	"	" int.		275	71		
				$59,556	39	$59,556	39
Feb'y	1.	To balance	57	$50,411	61		
"	"	" cash frt. 4c	58		80		
"	"	" " tel.	"		32		
"	2.	" acceptance # 2180	"	3,000	00		
"	3.	" cash frt. 1c	"		35		
"	4.	" " " 4c	59	1	40		
"	5.	" " " 7c	"	2	45		
"	7.	" " tel.	60		36		
206	115	To folio 115		$53,417	29		
1881.						1881.	
Feb'y	7.	To amount from folio 114		$53,417	29	Feb'y 7. By amount from folio	114
"	8.	" cash frt. 8c	61	2	80	" 28. " merchandise	74 55,892 46
"	9.	" " " 5c	"	1	75	" " " int.	75 278 18
"	10.	" " exp.	62		35		$56,170 64
"	11.	" " frt. 7c	63	2	45		
"	"	" "	64	12	00		
"	"	" acceptance # 2183	"	3,000	00		
"	12.	" cash tel.	65		32		
"	14.	" " frt. 28c	66	9	80		
"	16.	" " " 11c	68	3	85		
"	17.	" " " 6c	"	2	10		

"	18.	"	"	" 6c	"	2 10
"	19.	"	acceptance	#2191	"	1,000 00
"	"	"	cash		70	60 00
"	21.	"	"	frt. 12c	71	4 20
"	22.	"	"	" 4c	"	1 40
"	23.	"	"	" 8c	"	3 35
"	24.	"	"	" 5c	72	2 17
"	25.	"	"	" 4c	"	1 61
"	"	"	"	as 14 Feb'y	"	1,000 00
"	26.	"	"	frt. 6c	73	2 55
"	"	"	acceptance	#2192	"	2,000 00
"	"	"	"	#2193	"	1,000 00
"	"	"	frt. 9c		74	3 68
"	"	"	comn. & ctge		"	4,209 43
"	"	"	int		75	418 29
"	"	"	sds		76	160 43
						$66,321 92

207 *Extracts from Journal No. 2 of A. J. Graeffe.*

(The numbers in brackets are the folios of the journal.)

[p. 325] May 1.

	154	Cash ac.	Dr.	12 698	
	324		To American Mills Co.		
		Return premium on canceled policy for $2,000 of Franklin Ins. Co., a $2,000 policy of Montauk Ins. Co. having been taken out in place thereof			$12 69
		"			
	324	American Mills Co.	Dr.	62 50	
	154		To cash ac.		
		For am't paid Germania Fire Ins. Co. premium on policy No. 207, covering mill building in Warwick for $50,000; rate, 1¼% net; policy expires April 3, '81			62 50
		"			
[326]	154	Sundries.	Dr.	To cash ac.	
	324	American Mills Co.			
		Paid Montauk Insurance Co. premium on policy No. 117,533 for $2,000; rate, 1¼ less 15%; policy expires April 17, '81		21 25	
	324	American Mills Co.			
		Premium on $8,000 ins. policies paid R. W. Husted March 17		56 35	
		17.			
[334]	154	Sundries.	Dr.	To cash ac.	
	324	American Mills Co.			
		Paid Francis C. Reed for legal services		250 00	
		July 15.			
[368]	168	Sundries.	Dr.	To cash ac.	
	324	American Mills Co.			
		B. H. Tyrrel's bill for printing—			
		300 drafts lithographed $88 25			
		200 certificates of stock 8 50			
				16 75	

208 August 3, 1880.

[378]	168	Sundries.	Dr.	To cash ac.	
	324	American Mills Co.			
		One diary bo't of Francis & Loutrel		1 50	
		9.			
[382]	168	Sundries.	Dr.	To cash ac.	
	324	American Mills Co.			
		Telegram to J. C. Schrader		30	
	324	American Mills Co.			
		Telegram		22	
		24.			
[391]	169	Sundries.	Dr.	To cash ac.	
	324	American Mills Co.			
		Telegram to J. C. Schrader		30	
		31.			
[397]	169	Sundries.	Dr.	To cash ac.	
	324	American Mills Co.			
		Telegram to J. C. Schrader		38	
		Sept. 14.			
[408]	324	American Mills Co.	Dr.	3,500 00	
			To bills-payable ac.		
		For acceptance of their draft No. 1, dated August 30 @ 4 mos.			3,500 00

22.

[413] 170 Sundries. Dr. To cash ac.
324 American Mills Co.
Paid Griffiths Byrnes' bill for 2,000 blue envelopes..... $6 50
500 large do..... 3 50
1 ream letter-heads..... 4 00
$14 00
Less deduction..... 2 00
12 00

25.

[418] 170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 1 case..... 30

209

[420] Sept. 27.

170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 2 cases..... 48
324 American Mills Co.
Telegram to them..... 40

29.

[422] 170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 3 cases..... 72

30.

[423] 170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 2 cases..... 48

"

[424] 142 Merchandise. Dr. 1,166 71
324 To American Mills Co.
For gross amt. sales as per acct. rend..... 1,166 71

"

324 American Mills Co. Dr. To sundries. 90 50
288 Commission ac.
For com'ns on acct. sales rend..... 87 50
301 Cartage ac.
For cartage in acct. sales..... 3 00

"

324 American Mills Co. 7 45
312 To interest ac.
For int. in acct. current rend..... 7 45

"

312 Interest ac. Dr. 54 83
324 To American Mills Co.
For int. in acct. current rend..... 54 83

Oct. 1.

[425] 170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 1 case..... 30

210 Oct. 2.

[426] 170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 2 cases..... 48

2.

[427] 324 American Mills Co. Dr. 2,500 00
321 To bills-payable ac.
For acceptance of their draft No. 2, dated Oct. 2d @ 4 mos. 2,500 00

[428] 4.
170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 1 case 30

[429] 5.
170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 3 cases 62

6.
[431] 170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 4 cases 96
324 American Mills Co.
Telegram from W. F. Calvert $1 35
Do. to do. 1 00
Do. " Isaac Zeiler 56
2 91

[433] 7.
170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 3 cases 72
324 American Mills Co.
Advertising for book-keeper Journal of Commerce, 2 ins. 2 00
324 American Mills Co.
Bill of Harbison, Skinner & Loder, for 5 pieces Utica mills muslin 31 69

[436] Oct. 9.
170 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 6 cases 96

211

[437] 11.
8 170 Sundries. Dr. To cash ac.
324 American Mills Co.
Paid freight on 2 cases 48
"

[438] 171 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 2 cases 48
324 American Mills Co.
Telegram to W. F. Calvert 75

12.
[439] 171 Cash ac. Dr. To sundries.
324 American Mills Co.
" Return prem. on policy No. 117,533 Montauk Ins. Co., canceled 5 92
"

" 171 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 4 cases 96
324 American Mills Co.
2 telegrams to J. C. Schrader 88

[440] "

324 American Mills Co. Dr. 4,000 00
321 Bills-payable ac.
" For acceptance of their draft No. 4, dated Oct. 11 @ 4 mos., for 4,000 00

"

" 324 American Mills Co. 2,000 00
321 Dr. To bills-payable ac.
For acceptance of their draft No. 5, dated Oct. 12 @ 4 mos. 2,000 00

[442] Oct. 13.

171 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 4 cases 96

212

[443] 14.

171 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 5 cases 1 20

[444] 15.

171 Sundries. Dr. To cash ac.
324 American Mills Co.
Freight on 2 cases 48
325 American Mills Co.
Tel. to J. C. Schrader 42

[446] 16.

171 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 4 cases 96

18.

[448] 171 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 2 cases 48

[449] 19.

171 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 7 cases 1 68
" American Mills Co.
I. Q. Preble & Co.'s bill for 2.8 qr.
demey ledgers @ $8.50 ..... $17 00
2.6 qr. demy journals @ $6.50 ..... 13 00
1.6 " " cash book 4 50
2 indexes 1 00
35 50

[450] 20.

171 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 4 cases 96
" American Mills Co.
Telegram to J. C. Schrader 38

[451] Oct. 21.

171 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 3 cases 72

213 23.

171 Sundries. Dr. To cash ac.
[453] 325 American Mills Co.
Freight on 3 cases 72

"

"	325	American Mills Co.	Dr.		1 44	
	171			To cash ac.		
		Paid freight on 6 cases			.....	1 44

25.

[456]	171	Sundries:	Dr.	To cash ac.		
	325	American Mills Co.				
		Freight on 7 cases			1 68	

26.

[457]	171	Sundries.	Dr.	To cash ac.		
	325	American Mills Co.				
		Freight on 3 cases			72	

"

[459]	325	American Mills Co.	Dr.			
	144			To merchandise ac.	19,282 12	
	"	For goods transf'd from the firm of J. C. Schrader & Co. in liq'n as per inventory, and valued at			.....	19,282 12

27.

[460]	171	Sundries.	Dr.	To cash ac.		
	325	American Mills Co.				
		Freight on 3 cases			72	

28.

[461]	171	Sundries.	Dr.	To cash ac.		
	325	American Mills Co.				
		Freight on 3 cases			72	
	325	American Mills Co.				
		Telegram to J. C. Schrader			30	
	325	American Mills Co.				
[461]	325	Ticket & stateroom for Mr. Cox to E. Greenwich			3 00	
214			28.			
[461]	325	American Mills Co.	Dr.		2,000 00	
	321			To bills-payable ac.		
		For acceptance their draft No. 6, dated Oct. 25 @ 4 mos			.....	2,000 00

"

"	325	American Mills Co.	Dr.		2,500 00	
	321			To bills-payable ac.		
	"	For acceptance of their draft No. 7, dated Oct. 28 @ 4 mos			.....	2,500 00
[462]			29.			
	171	Sundries.	Dr.	To cash ac.		
	325	American Mills Co.				
		Freight, 3 cases			72	
[463]			30.			
	171	Sundries.	Dr.	To cash ac.		
	325	American Mills Co.				
		Freight on 3 cases			72	
	325	American Mills Co.				
		Car fares Randall to Grand Cent. depot with acct. books ... 21				
		Tel. to Mr. A. I. G. at E. Greenwich 30				
					51	

"

[463]	144	Merchandise ac.	Dr.		12,490 32	
	325			To American Mills Co.		
	"	For gross amt. sales rend'd as per acct. sales			.....	12,490 32
"	325	American Mills Co.	Dr.		936 77	
	288			To commission ac.		
	"	For com'r in account sales rend'd			.....	936 77

Oct. 30.

[463] 204 Expense ac. Dr. 3 66
325 To American Mills Co.
For telegrams to W. F. Calvert, paid and charged to American Mills Co. Oct. 6th & 11th, transf'd 3 66

215

[464] 31.

325 American Mills Co. Dr. 14 50
300 To cartage ac.
For cartage charged in acct. sales rend'd 14 50

"

325 American Mills Co. Dr. 65 02
312 To interest ac.
For int. charged in acct. current rend'd 65 02

"

312 Interest ac. Dr. 262 50
323 To American Mills Co.
For int. credited in acct. current rend'd 262 50

Nov. 1.

[467] 128 Sundries. Dr. To cash ac.
325 American Mills Co.
Frt. 4 cases 96
325 American Mills Co.
Paid James Cox bill, services and expenses to East Greenwich $32 40
Geo. E. Stuart's expenses 7 05
39 45

2.

[468] 128 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 4 cases 96

3.

[469] 128 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 4 cases 96

Nov. 4.

[470] 128 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 6 cases 1 44

216

5.

[472] 128 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 4 cases 96

6.

" 128 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 4 cases 96

8.

[474] 128 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 4 cases 96

9.

[475] 128 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 5 cases 1 20

10.

" 145 Sundries. Dr. To merchandise ac.
325 American Mills Co.
Net 10 days..... 12 71

11.

[476] 128 Sundries. Dr. To cash ac.
325 American Mills Co.
Freight on 6 cases..... 1 44
325 American Mills Co.
Amt. to Mr. A. J. Graeffe to refund amt. advanced for sleeping-car fare for Mr. Cox on trip to East Greenwich..... 1 50

Nov. 10.

[476] 325 American Mills Co. Dr. 2,500 00
To bills-payable ac.
321 For acceptance of their draft No. 8, dated Nov. 1st @ 4 mos..... ..... 2,500 00

217 "

[477] 290 American Mills Co. Dr. 2,500 00
321 To bills-payable ac.
For acceptance of their draft No. 10, dated Nov. 8 @ 4 mos..... ..... 2,500 00

"

" 324 American Mills Co. Dr. 3,100 40
321 To bills-payable ac.
For acceptance of their draft No. 9, dated Nov'r 6th @ 4 mos..... ..... 3,100 40

"

" 290 American Mills Co. Dr. 2,500 00
321 To bills-payable ac.
For acceptance of their draft No. 12, dated Nov'r 4 @ 4 mos..... ..... 2,500 00

"

[479] 128 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 4 cases..... 96
" American Mills Co.
Tel. to J. C. Schrader, 10 inst..... 54c.
" do. 11 inst..... 34c.
88

12.

[480] 128 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 8 cases..... 1 92

"

" 290 American Mills Co. Dr. 2,000 00
321 To bills-payable ac.
For acceptance of their draft No. 2160, dated Nov. 11 @ 4 mos..... ..... 2,000 00

218 *Extracts from Journal* 3, *A. J. G.*

[p. 1] 290 November 12, 1880.

American Mills Co. Dr. $2,000 00
To bills-payable ac.
321 For acceptance of their draft No. 2161, dated Nov. 12 @ 4 mos..... ..... $2,000 00

"

128 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 2 cases 48
290 American Mills Co.
Telegram to J. C. Schrader 30

[p. 2] 15.

128 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 7 cases 1 68
290 American Mills Co.
Expressage on shawls bought by Calvert of Chase & Cabor 55

16.

128 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 6 cases 1 44

17.

128 Sundries. Dr. To cash ac.
American Mills Co.
Freight on 6 cases 1 44

[p. 4] 18.

128 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 4 cases 96

219 19.

128 Sundries. Dr. To cash ac. 7 70
290 American Mills Co.
" Freight on 5 cases 1 20
" American Mills Co.
Amt. to Mr. A. J. Graeffe for ready-made skirt purchased of Lord & Taylor in Oct., & sent to them as sample 6 50

[6] "

Dr.

290 American Mills Co. To merchandise ac. 2 35
145 For freight on one case Bernhardt wraps ship'd to O'Brien Bros., but which they held subject to order, and make claim for freight they paid 2 35

[p. 6] Nov. 20.

128 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight 5 cases 1 20
290 American Mills Co.
Check to Tenth Nat. bank to pay their note to Fred'k A. Potts, dated Aug. 17th @ 3 mos. 1,683 31

"

[p. 7] 312 Interest ac. Dr. 42
290 To American Mills Co.
For overcharge on disc't their draft No. 8, dated Nov. 1st. & disc't 19th inst., charged 106 cts. instead of 105 difference is 1 day int. on $2,500 @ 6% 42

22.

145 Sundries. Dr. To merchandise ac.
290 American Mills Co.
Nett 30 days 64 13

220 "

288 Commission ac. Dr.
To American Mills Co. 1,446 15
290 For com. on transfer of shawls, &c., from the firm of J. C. Schrader & Co. in liq., being same amt. as charged to the latter Oct. 26, and which should have been deducted from price of shawls charged to Am. Mills Co., same date., $19,282.12 @ 7½% 1,446 15

23.

145 Sundries. Dr. To merchandise ac.
290 American Mills Co.
Nett 30 days..... 39 69

[p. 8] "

128 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 5 cases..... 1 20

[p. 9] "

129 Sundries. Dr. To cash ac.
290 American Mills Co.
" Freight on 5 cases..... 1 20

24.

129 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 4 cases..... 96

[p. 11] Nov. 26.

290 American Mills Co. Dr. 3,000 00
321 To bills-payable ac.
To acceptance of their draft No. 2162, dated November 13 @ 4 mos..... 3,000 00

27.

290 American Mills Co. Dr. 9 17
312 To interest ac.
For ad'l disc't on their draft No. 2162, dated No. 13th @ 4 mos., disc't Nov. 26, & charged @ 6%, should be 7% dif., is $3,000, 110 days @ 1%..... 9 17

221 "

129 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 5 cases, Nov. 26..... $1 20
" " " " 27..... 1 20
2 40

[p. 12] 29.

129 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 7 cases..... 1 68

[p. 13] 30.

145 Sundries. Dr. To merchandise ac.
290 American Mills Co.
Nett 60 days..... 10 00

"

129 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 4 C..... 96

"

290 American Mills Co. Dr.
145 To merchandise ac. 75
For frt. pd. Nov. 18 on samples' lot of Field, Lester & Co., Chicago..... 75

[p. 14] "

(See at end for omitted entry.)

290 American Mills Co. Dr. To sundries. 632 72
288 Commission ac.
For com'ns in acct. sales rend. 616 22
300 Cartage ac.
For cartage in acct. sales rend. 16 50

"

290 American Mills Co. Dr. 129 59
312 To interest ac.
For int. charged in acct. current rend. 129 59

222 Nov. 30.

312 Interest ac. Dr. 384 66
290 To American Mills Co.
" For int. credited in acct. current rend. 384 66

[p. 15] December 1.

129 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 6 cases 1 44

[p. 16] 2.

129 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 6 cases 1 44

[p. 17] "

290 American Mills Co. Dr. 2,500 00
321 To bills-payable ac.
For acceptance their draft No. 2163, dated Nov. 19th @ 4 mos. 2,500 00

"

129 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 3 cases 72

[p. 18] 3.

146 Sundries. Dr. To merchandise ac.
290 American Mills Co.
Nett. 4 16

"

129 Sundries. Dr. To cash ac.
290 American Mills Co.
Freight on 3 cases 72

[p. 19] 6.

129 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 5 cases 1 20

223 "

291 American Mills Co. Dr. 2,500 00
321 Bills-payable ac.
For acceptance No. 2164 their draft dated Nov. 23 @ 4 mos. 2,500 00

7.

129 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 4 cases 96

[p. 20] Decr. 7.

291	American Mills Co. Dr.		4 00	
146	To merchandise ac.			
	For one-half express charges paid by Goetter, Weil & Co. on goods shipd. to them Nov. 2d, and which we agreed to pay and credit. Memo. Book, folio 78		.....	4 00

8.

146	Sundries. Dr. To merchandise ac.			
291	American Mills Co.			
	Nett cash		2 40	
	"			
129	Sundries. Dr. To cash ac.			
291	American Mills Co.			
	Freight on 3 cases		72	

[p. 21] "

129	Sundries. Dr. To cash ac.			
291	American Mills Co.			
	Expressage box of acct. books from East Greenwich, R. I.		.....	75
291	American Mills Co. Dr.		2,500 00	
321	To bills payable.			
	For acceptance of their draft No. 2168, dated Decr. 2d, @ 4 mos.		.....	2,500 00
	"			
291	American Mills Co. Dr.		3,000 00	
321	To bills payable.			
	For acceptance of their draft No. 2169, dated Decr. 6th, @ 4 mos.		.....	3,000 00

224 9.

129	Sundries. Dr. To cash ac.			
291	American Mills Co.			
	Freight on 4 cases		96	

[p. 22] 10.

129	Sundries. Dr. To cash ac.			
291	American Mills Co.			
	Freight on 5 cases		1 20	
291	American Mills Co.			
	Freight on 1 case shawls returned by Bohm Bros.		5 31	

Dec. 11.

291	American Mills Co. Dr.		4,000 00	
321	To bills-payable ac.			
	For acceptance of their draft No. 2178, dated Decr. 10th, at 4 mos.		.....	4,000 00

[p. 23] "

146	Sundries. Dr. To merchandise ac.			
291	American Mills Co.			
	Nett 60 days		9 59	
	"			
129	Sundries. Dr. To cash ac.			
291	American Mills Co.			
	Freight on 1 case		30	
291	American Mills Co.			
	Paid Francis C. Reed's bill for services, &c.		200 00	
291	American Mills Co.			
	Expressage on papers from East Greenwich		25	

[p. 24] "

321 Bills payable. Dr. 3,000 00
291 To American Mills Co.
For amt. their draft No. 2169, dated Decr. 6, at 4 mos., acceptance charged Dec. 8, now received back cancelled..... ..... 3,000 00

225 13.

129 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 5 cases..... 1 20

[p. 25] 14.

129 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 1 case..... 30

[p. 26] 15.

129 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 3 cases..... 72

16.

129 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 2 cases..... 48

[p. 27] Dec. 17.

129 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 3 cases..... 72

[p. 28] 18.

291 American Mills Co. Dr. 3,000 00
296 To bills-payable ac.
For acceptance of their draft No. 2173, dated Dec. 17, @ 4 mos..... ..... 3,000 00

"

291 American Mills Co. Dr. 2,000 00
296 To bills-payable ac.
For acceptance of their draft No. 2179, dated Decr. 16, @ 4 mos..... ..... 2,000 00

"

129 Sundries. Dr. To cash ac.
291 American Mills Co.
226 Freight on 3 cases..... 72

[p. 29] 20.

129 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 1 case..... 30
291 American Mills Co.
Expressage on 3 quilts from East Greenwich, R. I..... 30

[p. 36] 31.

146 Merchandise ac. Dr. 10,031 26
291 To American Mills Co.
For gross amt. of sales as per acct. rend.... ..... 10,031 26

"

291 American Mills Co. Dr. To sundries. 761 84
288 Commission ac.
For coms. in acct. sales rend..... ..... 752 34
300 Cartage ac.
For cartage in acct. sales rend..... ..... 9 50

"

412 Suspense ac. Dr. 321 49
291 To American Mills Co.
For the following sums charged to their acct., but it being yet undetermined whether they will allow and pay same, we transfer them temporarily as above, viz.:
May 1. Paid Germania Fire Ins. Co. prem. on policy No. 207, covering mill building in Warwick, R. I., for $5,000. Rate 1¼ nett. Policy expires April 3, '81..... $62 50
Paid Montauk Ins. Co. on policy No. 117,533, for $2,000. Rate 1¼ less 15 %. Expires April 17, '81.. 21 25
Premiums on $8,000 policies per R. W. Husted, Mch. 17..... 56 35
$140 10
Less return prem. on cancel'd policy Franklin Ins. Co. for $2,000.00—a policy of like amount of Montauk Ins. Co. taken out in place thereof 12 69
$127 41
227 Dec. 11. Amt. pd. F. C. Reed for legal services..... 200 00
$327 41
Less, Oct. 12, return prem. on policy No. 117,533 of Montauk Ins. Co. cancel'd..... 5 92
..... 321 49

[p. 37] 31.

291 American Mills Co. Dr. 228 70
313 To interest ac.
For int. in acct. current rend..... ..... 228 70

"

313 Interest ac. Dr. 361 34
291 To American Mills Co.
For int. in acct. current rend..... ..... 361 34

"

146 Merchandise ac. Dr. 190 65
291 To American Mills Co.
For gross amt. of sales omitted in acct. sales rend. Oct. 31..... ..... 190 65

[p. 38] "

291 American Mills Co. Dr. 14 30
288 To commission ac.
For comns. in acct. sales rend..... ..... 14 30

"

313 Interest ac. Dr. 2 03
To American Mills Co.
For 69 days' int. on $176.35, being amt. of sales omitted in acct. sales rend. Oct. 31.. ..... 2 03

NEW YORK, *January*, 1881.

[p. 41] 3.

130 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 1 case..... 30
291 American Mills Co.
Paid Jas. A. Potter & Co.'s bill of lumber, Sept. 4..... 76 71

228 "

147 Merchandise ac. Dr. 22 61
291 To American Mills Co.
For shawls bill'd Nov. 23, '80, returned and credited in memo. book, page 84..... ..... 22 61

[p. 42] 4.

130 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 4 cases..... 72

"

291 American Mills Co. Dr. 2,500 00
296 To bills-payable ac.
For acceptance No. 2176 of their draft, dated Decr. 27 @ 4 mos..... ..... 2,500 00

[p. 43] 5.

130 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 3 cases..... 72

6.

130 Sundries. Dr. To cash ac. 1 04
291 American Mills Co.
Freight on 3 cases..... 72
291 American Mills Co.
Telegram to J. C. Schrader..... 32

7.

130 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 1 case..... 30

[p. 44] 8.

130 Sundries. Dr. To cash ac.
291 American Mills Co.
Freight on 1 case..... 30

[p. 45] "

130 Sundries. Dr. To cash ac.
114 American Mills Co.
Freight on 1 case..... 30

229 13.

[p. 46] 114 American Mills Co. Dr. 48
130 To cash ac.
For freight on 2 cases..... 48

14.

147 Sundries. Dr. To merchandise ac.
114 American Mills Co.
" Nett 30 ds..... 19 71
114 American Mills Co.
Nett 30 ds..... ..... 11 30

[p. 47] "

130 Sundries. Dr. To cash ac.
114 American Mills Co.
Telegram to J. C. Schrader..... 44

"

114 American Mills Co. Dr. 2 91
147 To merchandise ac.
To charges on goods ret'd by Louis Stix & Co. on ac. of light weight, viz:
Freight..... ..... $2 31
Drayage & cartage..... 60
——— 2 91

15.

147 Sundries. Dr. To merchandise ac.
114 American Mills Co.
Nett 30 ds., Jan'y 18..... 1 62

[p. 48] "

139 Sundries. Dr. To cash ac.
114 American Mills Co.
Telegram to J. C. Schrader..... 25

[p. 49.] 17.

130 Sundries. Dr. To cash ac.
114 American Mills Co.
Freight on 7 cases..... 81 68
" " 15 " 3 16
" " 1 " 30
——— 5 14

230 114 American Mills Co.
Paid their sight draft, dated Jan'y 15, in favor W. Paine, cash'r..... 4,000 00
114 American Mills Co.
Telegram to J. C. Schrader..... 30

[p. 50] Jany. 18.

147 Sundries. Dr. To merchandise ac.
114 American Mills Co.
Nett 30 days..... 2 85

"

130 Sundries. Dr. To cash ac.
114 American Mills Co.
Freight on 7 cases..... 1 64
114 American Mills Co.
Expressage 9 shawls from E. Greenwich.... 30

19.

130 Sundries. Dr. To cash ac.
114 American Mills Co.
Freight on 5 cases..... 1 12

"

114 American Mills Co. Dr. 2,500 00
296 To bills-payable ac.
For acceptance of their draft, No. 2171, dated Decr. 11 @ 4 mos..... ..... 2,500 00

[p. 51] 20.

114 American Mills Co. Dr. 30
130 To cash ac.
For freight on 1 case..... 30

21.

130 Sundries. Dr. To cash ac.
114 American Mills Co.
Freight on 2 cases..... 48

[p. 52] 22.

130 Sundries. Dr. To cash ac.
114 American Mills Co.
Freight on 3 cases..... 72

231

25.

[p. 54] 114 American Mills Co. Dr. 88
131 To cash ac.
Freight on 2 cases..... 48
" " 2 " 40
—— 88

26.

147 Sundries. Dr. To merchandise ac.
114 American Mills Co.
Nett cash 1 65

26.

131 Sundries. Dr. To cash ac.
114 American Mills Co.
Freight on 4 cases 96

[p. 55] 27.

131 Sundries. Dr. To cash ac.
114 American Mills Co.
Freight on 6 cases 1 44

28.

131 Sundries. Dr. To cash ac.
American Mills Co.
Freight on 4 cases 96

"

114 American Mills Co. Dr. 2,500 00
296 To bills-payable ac.
For acceptance of their draft, No. 2187, dated Decr. 21, '80 @ 4 ..... 2,500 00

"

114 American Mills Co. Dr. 3,500 00
296 To bills-payable ac.
For acceptance of their draft, No. 2188, dated January 20 @ 4 mos 3,500 00

"

114 American Mills Co. Dr. 2,988 36
296 To bills-payable ac.
For acceptance of their draft, No. 2190, dated Decr. 14, '80 @ 4 mos 2,988 36

232 29.

[p. 56] 131 Sundries. Dr. To cash ac.
114 American Mills Co.
Telegram to J. C. Schrader 54

[p. 57] 31.

131 Sundries. Dr. To cash ac.
114 American Mills Co.
Telegram to J. C. Schrader 36
114 American Mills Co.
Freight on 2 cases 48
" " 3 " 72
— 1 20

"

114 American Mills Co. Dr. To sundries. 676 35
289 Commission ac.
For commission on ac. sales rend 661 85
301 Cartage ac.
[p. 57] For cartage in acct. sales rend 14 50

"

147 Merchandise acct. Dr. 8,824 67
114 To American Mills Co.
For gross amt. of sales as per acct. rend 8,824 67

"

114 American Mills Co. Dr. 275 71
313 To interest acct.
For int. in acct. rend 275 71
313 Interest acct. Dr. 297 50
114 To American Mills Co.
For int. in acct. rend 297 50

[p. 58] Feb'y 1.

131 Sundries. Dr. To cash acct.
114 American Mills Co.
Freight on 4 cases 80
114 American Mills Co.
Telegram to J. C. Schrader 32

233 3.

131 Sundries. Dr. To cash acct.
114 American Mills Co.
Freight on 1 case 35

"

114 American Mills Co. Dr. 3,000 00
296 To bills-payable acct.
For acceptance of their draft, No. 2180, dated January 4, @ 4 mos 3,000 00

[p. 59] 3.

131 Sundries. Dr. To cash acct.
114 American Mills Co.
Freight on 4 cases 1 40

5.

131 Sundries. Dr. To cash acct.
114 American Mills Co.
Freight 3 cases p'd 4th inst 81 05
" 4 " " 5 " 1 40
2 45

[p. 60] 7.

131 Sundries. Dr. To cash acct.
114 American Mills Co.
Telegram 36

[p. 61] Feb'y 8, 1881.

131 Sundries. Dr. To cash acct.
115 American Mills Co.
Freight on 8 cases 2 80

9.

131 Sundries. Dr. To cash acct.
115 American Mills Co.
Freight on 5 cases 1 75

[p. 62] 10.

131 Sundries. Dr. To cash acct.
115 American Mills Co.
Paid expressage 9 inst. on misses' Hanover shawls 35

234

[p. 63] 11.

131 Sundries. Dr. To cash acct.
115 American Mills Co.
Freight on 7 cases 2 45

[p. 64] 11.

131 Sundries. Dr. To cash acct.
115 American Mills Co.
Paid Robert Chrystie for expenses to East Greenwich, R. I. 12 00

11.

115 American Mills Co. Dr. 3,000 00
296 To bills-payable acct.
For acceptance of their draft, No. 2183, dated January 17th, @ 4 mos. 3,000 00

[p. 65] 12.

131 Sundries. Dr. To cash acct.
115 American Mills Co.
Telegram to J. C. Schrader 32

[p. 66] 14.

131 Sundries. Dr. To cash acct.
115 American Mills Co.
Freight on 28 cases..... 9 80

[p. 68] 16.

115 American Mills Co. Dr. 3 85
131 To cash acct.
Paid freight on 11 cases 3 85

17.

115 American Mills Co. Dr. 2 10
131 To cash acct.
Paid freight on 6 cases..... 2 10

Feb'y 19.

115 American Mills Co. Dr. 1,000 00
296 To bills-payable acct.
For acceptance of their draft, No. 2191, dated Feb'y 18, @ 4 mos..... 1,000 00

235 18.

115 American Mills Co. Dr. 2 10
131 To cash acct.
Paid freight on 6 cases..... 2 10

[p. 70] 19.

131 Sundries. Dr. To cash acct.
115 American Mills Co.
Amts. handed by Mr. Graeffe to Mr. T. C. Schrader in currency as follows:
On Feb'y 18, $15.00; Feb. 19, $10.00 ..... $25 00
Expenses Mr. A. J. Graeffe on trip to Rhode Island, Feb'y 16 to 19 ..... 35 00
60 00

[p. 71] 21.

131 Sundries. Dr. To cash acct.
115 American Mills Co.
Freight on 12 cases..... 4 20

22.

131 Sundries. Dr. To cash acct.
115 American Mills Co.
Freight on 4 cases..... 1 40

23.

132 Sundries. Dr. To cash acct.
115 American Mills Co.
Freight on 8 cases..... 3 35

[p. 72] 24.

132 Sundries. Dr. To cash acct.
115 American Mills Co.
Freight on 5 cases..... 2 17

25.

132 Sundries. Dr. To cash acct.
115 American Mills Co.
Freight on 4 cases..... 1 61

236

"

115 American Mills Co. Dr. 1,000 00
296 To bills-payable acct.
For amt. of check passed to them 14 inst., and charged to bills-payable acct. in error now transferred 1,000 00

[p. 73] Feb'y 26.

132 Sundries. Dr. To cash acct.
115 American Mills Co.
Freight on 6 cases 2 55

"

115 American Mills Co. Dr.
296 To bills-payable acct. 2,000 00
For acceptance of their draft No. 2192, dated Feb'y 25th, @ 4 mos 2,000 00

"

115 American Mills Co. Dr. 1,000 00
296 To bills-payable acct.
For acceptance of their draft, No. 2193, dated Feb'y 25th @ 4 mos. 1,000 00

[p. 74] 28.

115 American Mills Co. Dr.
100 To merchandise acct.
For freight on 9 cases invoiced Feb'y 26 & 28 ..... 3 68 3 68

"

100 Merchandise acct. Dr. 55,892 46
115 To American Mills Co.
For gross amt. of sales as per acct. sales rend. 55,892 46

"

115 American Mills Co. Dr. To sundries. 4,209 43
289 Commission acct.
For coms. in acct. sales rendered 4,191 93
301 Cartage acct.
For cartage in acct. sales rend. 17 50

237

[p. 76] "

115 American Mills Co. Dr. 418 29
313 To interest acct.
For interest in acct. current rend. 418 29

"

313 Interest acct. Dr. 278 18
115 To American Mills Co.
For interest in acct. current rend. 278 18

[p. 76] "

115 American Mills Co. Dr. 160 43
66 To J. H. Warner.
For amt. his bill for tickets, &c., Feb'y 19, inst. 160 43

[p. 14] "

146 Merchandise acct. Dr. 8,216 24
290 To American Mills Co.
For gross amt. of sales as per acct. rend. 8,216 24

238 N. Y. 2.

Daily Cash Balances, Feb. 25 to Nov. 30, 1880.

1880.				
Feb.	25.	Balance in 4th Natl. bank	4,398 01	
		" checks on hand	20 19	
		" cash "	22 50	
		Memo. A. J. Graeffe	325 00	
				4,765 70
Feb.	26.	Balance in 4th Natl. bank	2,548 73	
		" cash on hand	117 50	
		Memo. A. J. Graeffe	425 00	
				3,091 23
Feb.	27.	Balance in 4th Natl. bank	2,807 87	
		" cash on hand	113 82	
		Memo. A. J. Graeffe	425 00	
				3,346 69
Feb.	28.	Balance in 4th Natl. bank	7,606 20	
		" checks on hand	1,425 44	
		" cash "	35 10	
		Memo. A. J. Graeffe	525 00	
				9,591 74
Mch.	1.	Balance in 4th Natl. bank	6,565 52	
		" checks on hand	2,666 22	
		" cash	31 25	
		Memo. A. J. Graeffe	525 00	
				9,788 29
Mch.	2.	Balance in 4th Natl. bank	4,341 19	
		" cash on hand	37 55	
		Memo. A. J. Graeffe	625 00	
				5,003 74
Mch.	3.	Balance in 4th Natl. bank	4,670 67	
		" cash on hand	36 22	
		Memo. A. J. Graeffe	100 00	
				4,806 89
Mch.	4.	Balance in 4th Natl. bank	4,670 67	
		" checks on hand	6,859 33	
		" cash	35 17	
		Memo. A. J. Graeffe	100 00	
				11,665 17
Mch.	5.	Balance in 4th Natl. bank	9,501 21	
		" cash on hand	167 47	
		Memo. A. J. Graeffe	100 00	
				9,768 68
Mch.	6.	Balance in 4th Natl. bank	9,501 21	
		" cash on hand	7 89	
		Memo. A. J. Graeffe	200 00	
				9,709 10
Mch.	8.	Balance in 4th Natl. bank	9,501 21	
		" cash on hand	4 54	
		Memo. A. J. Graeffe	200 00	
				9,705 75

239

1880.

Mch. 9.	Balance in 4th Natl. bank	5,301 21		
	" cash on hand	49 81		
	Memo. A. J. Graeffe	300 00		
				5,651 02
Mch. 10.	Balance in 4th Nat. bank	6,369 52		
	" cash on hand	32 51		
	Memo. A. J. Graeffe	300 00		
				6,702 03
Mch. 11.	Balance in 4th Natl. bank	6,414 50		
	" cash on hand	99 41		
	Memo. A. J. Graeffe	300 00		
				6,813 91
Mch. 12.	Balance in 4th Natl. bank	5,592 37		
	" cash on hand	97 91		
	Memo. A. J. Graeffe	300 00		
				5,990 28
Mch. 13.	Balance in 4th Natl. bank	5,101 27		
	" cash on hand	108 46		
	Memo. A. J. Graeffe	500 00		
	" W. F. Calvert	169 50		
				5,879 23
Mch. 15.	Balance in 4th Natl. bank	1,184 60		
	" cash on hand	103 11		
	Memo. A. J. Graeffe	500 00		
	" W. F. Calvert	169 50		
				1,957 21
Mch. 16.	Balance in 4th Natl. bank	26 48		
	Memo. A. J. Graeffe	700 00		
	" W. F. Calvert	169 50		
				895 98
Mch. 17.	Balance in 4th Natl. bank	24 28		
	Memo. A. J. Graeffe	700 00		
	" W. F. Calvert	169 50		
				893 78
Mch. 18.	Balance in 4th Natl. bank	1,816 20		
	" cash on hand	22 68		
	Memo. A. J. Graeffe	700 00		
	" W. F. Calvert	169 50		
				2,708 38
Mch. 19.	Balance in 4th Natl. bank	1,633 45		
	" cash on hand	21 59		
	Memo. A. J. Graeffe	700 00		
	" W. F. Calvert	169 50		
				2,524 54
Mch. 20.	Balance in 4th Natl. bank	2,219 39		
	" checks on hand	2,448 34		
	" cash "	52 98		
	Memo. A. J. Graeffe	700 00		
	" W. F. Calvert	169 50		
				5,590 21

Mch. 22.	Balance in 4th Natl. bank.....	8,629 36	
	" cash on hand.....	49 16	
	Memo. A. J. Graeffe.....	700 00	
	" W. F. Calvert.....	169 50	
			9,548 02

240

1880.

Mch. 23.	Balance in 4th Natl. bank.....	4,229 39	
	" cash on hand.....	47 21	
	Memo. A. J. Graeffe.....	700 00	
	" W. F. Calvert.....	169 50	
			5,146 07
Mch. 24.	Balance in 4th Natl. bank.....	7,080 60	
	" cash on hand.....	19 94	
	Memo. A. J. Graeffe.....	725 00	
	" W. F. Calvert.....	169 50	
			7,995 04
Mch. 25.	Balance in 4th Natl. bank.....	9,452 09	
	" cash on hand.....	17 31	
	Memo. A. J. Graeffe.....	735 00	
	" W. F. Calvert.....	169 50	
			10,363 90
Mch. 26.	Balance in 4th Natl. bank.....	9,452 09	
	" checks on hand.....	614 10	
	" cash on hand.....	14 45	
	Memo. A. J. Graeffe.....	725 00	
	" W. F. Calvert.....	169 50	
			10,975 14
Mch. 27.	Balance in 4th Natl. bank.....	9,259 29	
	" cash on hand.....	40 94	
	Memo. A. J. Graeffe.....	975 00	
	" W. F. Calvert.....	169 50	
			10,444 73
Mch. 29.	Balance in 4th Natl. bank.....	9,731 19	
	" cash on hand.....	35 29	
	Memo. A. J. Graeffe.....	975 00	
	" W. F. Calvert.....	169 50	
			10,910 98
Mch. 30.	Balance in 4th Natl. bank.....	9,646 40	
	" cash on hand.....	35 29	
	Memo. A. J. Graeffe.....	975 00	
	" W. F. Calvert.....	169 50	
			10,826 19
Mch. 31.	Balance in 4th Natl. bank.....	6,999 13	
	" checks on hand.....	288 75	
	" cash on hand.....	27 49	
	Memo. W. F. Calvert.....	319 50	
			7,634 87

April 1.	Balance in 4th Natl. bank		6,742 04	
	" checks on hand		19 83	
	" cash "		48 28	
	Memo. W. F. Calvert		319 50	
				7,129 65
April 2.	Balance in 4th Natl. bank		4,977 44	
	" checks on hand		213 75	
	" cash "		18 07	
	Memo. W. F. Calvert		319 50	
				5,528 76
April 3.	Balance in 4th Natl. bank		5,164 89	
	" cash on hand		50 74	
	Memo. A. J. Graeffe		150 00	
	" W. F. Calvert		319 50	
				5,685 13

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April 5.	Balance in 4th Natl. bank		5,164 89	
	" cash on hand		43 71	
	Memo. A. J. Graeffe		150 00	
	" W. F. Calvert		319 50	
				5,678 10
April 6.	Balance in 4th Natl. bank		5,122 59	
	" cash on hand		40 36	
	" checks "		91 96	
	Memo. A. J. Graeffe		150 00	
	W. F. Calvert		319 50	
				5,724 41
April 7.	Balance in 4th Natl. bank		5,675 38	
	" cash on hand		20 82	
	Memo. A. J. Graeffe		150 00	
	" W. F. Calvert		319 50	
				6,165 70
April 8.	Balance in 4th Natl. bank		5,625 28	
	" checks on hand		30 62	
	" cash "		66 40	
	Memo. A. J. Graeffe		150 00	
	" W. F. Calvert		319 50	
				6,191 90
April 9.	Balance in 4th Natl. bank		625 38	
	" checks on hand		30 62	
	" cash "		66 40	
	Memo. A. J. Graeffe		150 00	
	" W. F. Calvert		319 50	
				1,191 00
April 10.	Balance in 4th Natl. bank		1,349 57	
	" checks on hand		2,007 60	
	" cash "		55 16	
	Memo. A. J. Graeffe		250 00	
	" W. F. Calvert		469 50	
				4,131 83

April 12.	Balance in 4th Natl. bank.....	4,375 66	
	" cash on hand.....	52 29	
	Memo. A. J. Graeffe.....	250 00	
	" W. F. Calvert.....	469 50	
			5,147 45
April 13.	Balance in 4th Natl. bank.....	4,888 83	
	" checks on hand.....	15 00	
	" cash "	35 74	
	Memo. A. J. Graeffe.....	250 00	
	" W. F. Calvert.....	469 50	
			5,659 67
April 14.	Balance in 4th Natl. bank.....	4,838 83	
	" checks on hand.....	15 00	
	" cash "	107 10	
	Memo. A. J. Graeffe.....	250 00	
	" W. F. Calvert...	469 50	
			5,680 43
April 15.	Balance in 4th Natl. bank.....	5,281 33	
	" cash on hand.....	103 67	
	Memo. A. J. Graeffe.....	250 00	
242	" W. F. Calvert.....	469 50	
			6,104 50
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April 16.	Balance in 4th Natl. bank.....	6,191 70	
	" checks on hand.....	159 19	
	" cash "	76 19	
	Memo. A. J. Graeffe.....	275 00	
	" W. F. Calvert.....	469 50	
			7,171 58
April 17.	Balance in 4th Natl. bank.....	7,607 57	
	" cash on hand.....	94 56	
	Memo. A. J. Graeffe.....	375 00	
	" W. F. Calvert.....	469 50	
			8,546 63
April 19.	Balance in 4th Natl. bank.....	7,607 57	
	" checks on hand.....	23 04	
	" cash "	93 11	
	Memo. A. J. Graeffe.....	375 00	
	" W. F. Calvert.....	469 50	
			8,568 22
April 20.	Balance in 4th Natl. bank.....	7,457 86	
	" checks on hand.....	23 04	
	" cash "	65 02	
	Memo. A. J. Graeffe.....	400 00	
	" W. F. Calvert.....	469 50	
			8,415 42
April 21.	Balance in 4th Natl. bank.....	7,457 86	
	" checks on hand.....	23 04	
	" cash "	36 66	
	Memo. A. J. Graeffe.....	425 00	
	" W. F. Calvert.....	469 50	
			8,412 06

April 22	Balance in 4th Natl. bank	10,523 50	
	" cash on hand	80 05	
	Memo. A. J. Graeffe	475 00	
	" W. F. Calvert	619 50	
			11,698 05
April 23.	Balance in 4th Natl. bank	10,430 39	
	" cash on hand	77 49	
	Memo. A. J. Graeffe	475 00	
	" W. F. Calvert	619 50	
			11,602 38
April 24.	Balance in 4th Natl. bank	14,905 24	
	" cash on hand	61 96	
	Memo. A. J. Graeffe	600 00	
	" W. F. Calvert	619 50	
			16,186 70
April 26.	Balance in 4th Natl. bank	15,929 85	
	" checks on hand	213 75	
	" cash "	60 33	
	Memo. A. J. Graeffe	600 00	
	" W. F. Calvert	619 50	
			17,423 43
April 27.	Balance in 4th Natl. bank	10,929 85	
	" checks on hand	1,115 90	
	" cash "	54 29	
	Memo. A. J. Graeffe	600 00	
	" W. F. Calvert	619 50	
			13,319 54

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April 28.	Balance in 4th Natl. bank	12,004 20	
	" cash on hand	45 46	
	Memo. A. J. Graeffe	600 00	
	" W. F. Calvert	619 50	
			13,269 16
April 29.	Balance in 4th Natl. bank	11,254 20	
	" checks on hand	53 04	
	Memo. A. J. Graeffe	650 00	
	" W. F. Calvert	619 50	
	Balance in cash on hand	93 71	
			12,670 45
April 30.	Balance in 4th Natl. bank	11,986 87	
	" checks on hand	855 00	
	" cash "	89 38	
	Memo. W. F. Calvert	619 50	
			13,550 75
May 1.	Balance in 4th Natl. bank	12,374 46	
	" cash on hand	108 59	
	Memo. A. J. Graeffe	100 00	
	" W. F. Calvert	619 50	
			13,202 55

May	3.	Balance in 4th Natl. bank	12,751 45	
		" cash on hand	106 94	
		Memo. A. J. Graeffe	100 00	
		" W. F. Calvert	619 50	
				13,577 89
May	4.	Balance in 4th Natl. bank	12,751 45	
		" checks on hand	41 30	
		" cash "	101 73	
		Memo. A. J. Graeffe	100 00	
		" W. F. Calvert	619 50	
				13,613 98
May	5.	Balance on 4th Natl. bank	12,114 00	
		" checks on hand	387 45	
		" cash "	93 34	
		Memo. A. J. Graeffe	100 00	
		" W. F. Calvert	619 50	
				13,314 29
May	6.	Balance in 4th Natl. bank	10,114 00	
		" checks on hand	387 45	
		" cash "	84 59	
		Memo. A. J. Graeffe	100 00	
		" W. F. Calvert	619 50	
				11,305 54
May	7.	Balance in 4th Natl. bank	10,114 00	
		" checks on hand	387 45	
		" cash "	56 17	
		Memo. A. J. Graeffe	125 00	
		" W. F. Calvert	619 50	
				11,302 12
May	8.	Balance in 4th Natl. bank	5,643 42	
		" checks on hand	80 89	
		Memo. A. J. Graeffe	225 00	
		" W. F. Calvert	619 50	
				6,568 81

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May	10.	Balance in 4th National bank	5,842 02	
		" cash on hand	78 46	
		Memo. A. J. Graeffe	225 00	
		" W. F. Calvert	619 50	
				6,764 98
May	11.	Balance in 4th Natl. bank	4,271 04	
		" checks on hand	314 89	
		" cash "	51 46	
		Memo. A. J. Graeffe	250 00	
		" W. F. Calvert	619 50	
				5,506 89

May	12.	Balance in 4th Natl. bank	8,526 10	
		" checks on hand	51 73	
		" cash "	67 07	
		Memo. A. J. Graeffe	250 00	
		" W. F. Calvert	619 50	
				9,514 40
May	13.	Balance in 4th Natl. bank	8,526 10	
		" checks on hand	51 73	
		" cash "	60 70	
		Memo. A. J. Graeffe	250 00	
		" W. F. Calvert	619 50	
				9,508 03
May	14.	Balance in 4th Natl. bank	10,579 38	
		" checks on hand	680 07	
		" cash "	59 55	
		Memo. A. J. Graeffe	250 00	
		" W. F. Calvert	619 50	
				12,188 50
May	15.	Balance in 4th Natl. bank	10,679 47	
		" cash on hand	82 84	
		Memo. A. J. Graeffe	350 00	
		" W. F. Calvert	619 50	
				11,731 81
May	17.	Balance in 4th Natl. bank	11,931 55	
		" checks on hand	411 75	
		" cash "	78 71	
		Memo. A. J. Graeffe	350 00	
		" W. F. Calvert	619 50	
				13,391 51
May	18.	Balance in 4th Natl. bank	10,041 22	
		" cash on hand	76 86	
		Memo. A. J. Graeffe	350 00	
		" W. F. Calvert	619 50	
				11,087 58
May	19.	Balance in 4th Natl. bank	10,041 22	
		" checks on hand	9 12	
		" cash "	67 42	
		Memo. A. J. Graeffe	350 00	
		" W. F. Calvert	619 50	
				11,087 26
May	20.	Balance in 4th Natl. bank	9,656 36	
		" checks on hand	9 12	
		" cash "	64 74	
		Memo. A. J. Graeffe	350 00	
		" W. F. Calvert	619 50	
				10,699 72

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May	21.	Balance in 4th Natl. bank.....	9,656 36	
		" checks on hand.....	364 56	
		" cash "	32 41	
		Memo. A. J. Graeffe.....	350 00	
		" W. F. Calvert.....	619 50	
				11,022 83
May	22.	Balance in 4th Natl. bank.....	12,719 00	
		" cash on hand.....	66 20	
		Memo. A. J. Graeffe.....	450 00	
		" W. F. Calvert.....	619 50	
				13,854 70
May	24.	Balance in 4th Natl. bank.....	15,073 15	
		" cash on hand.....	69 05	
		Memo. A. J. Graeffe.....	500 00	
				15,642 20
May	25.	Balance in 4th Natl. bank.....	15,073 15	
		" cash on hand.....	67 82	
		Memo. A. J. Graeffe.....	500 00	
				15,640 97
May	26.	Balance in 4th Natl. bank.....	13,307 09	
		" cash on hand.....	108 92	
		Memo. A. J. Graeffe.....	500 00	
				13,916 01
May	27.	Balance in 4th Natl. bank.....	13,446 80	
		" cash on hand.....	102 47	
		Memo. A. J. Graeffe.....	500 00	
				14,049 27
May	28.	Balance in 4th Natl. bank.....	13,100 17	
		" checks on hand.....	47 43	
		" cash "	390 67	
		Memo. A. J. Graeffe.....	500 00	
				14,038 27
May	29.	Balance in 4th Natl. bank.....	6,924 88	
		" cash on hand.....	56 44	
		Memo. A. J. Graeffe.....	600 00	
				7,581 32
May	31.	Balance in 4th Natl. bank.....	6,924 88	
		" cash on hand.....	56 44	
				6,981 32
June	1.	Balance in 4th Natl. bank.....	2,978 18	
		" checks on hand.....	31 22	
		" cash "	97 26	
				3,106 66
June	2.	Balance in 4th Natl. bank.....	2,903 18	
		" checks on hand.....	31 22	
		" cash "	88 40	
				3,022 80

June 3.	Balance in 4th Natl. bank.....	2,903 18		
	" checks on hand.....	205 59		
	" cash "	86 18		
				3,195 58
June 4.	Balance in 4th Natl. bank.....	2,353 18		
	" checks on hand.....	210 84		
	" cash "	234 18		
				2,798 20

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June 5.	Balance in 4th Natl. bank.....	2,353 18		
	" checks on hand.....	210 84		
	" cash "	53 17		
	Memo. A. J. Graeffe.....	100 00		
				2,717 19
June 7.	Balance in 4th Natl. bank.....	1,103 99		
	" cash on hand.....	93 27		
	Memo. A. J. Graeffe.....	100 00		
				1,297 26
June 8.	Balance in 4th Natl. bank.....	3,719 74		
	" checks on hand.....	90 92		
	Memo. A. J. Graeffe.....	100 00		
				3,910 66
June 9.	Balance in 4th Natl. bank.....	3,719 74		
	" checks on hand.....	44 60		
	" cash "	62 44		
	Memo. A. J. Graeffe.....	125 00		
				3,951 78
June 10.	Balance in 4th Natl. bank.....	3,719 74		
	" checks on hand.....	44 60		
	" cash "	56 04		
	Memo. A. J. Graeffe.....	125 00		
				3,945 38
June 11.	Balance in 4th Natl. bank.....	5,191 95		
	" cash on hand.....	175 04		
	Memo. A. J. Graeffe.....	225 00		
				5,591 99
June 12.	Balance in 4th Natl. bank.....	1,180 37		
	" cash	97 58		
	" check	48 45		
	Memo. A. J. Graeffe.....	225 90		
				1,551 40
June 14.	Balance in 4th Natl. bank.....	6,230 66		
	" cash on hand.....	68 65		
	Memo. A. J. Graeffe.....	250 00		
				6,549 31
June 15.	Balance in 4th Natl. bank.....	6,230 66		
	" cash	67 40		
	Memo. A. J. Graeffe.....	250 00		
				6,548 06

June 16.	Balance in 4th Natl. bank.....	4,630 66	
	" cash on hand.....	65 50	
	Memo. A. J. Graeffe.....	250 00	
			4,946 16
June 17.	Balance in 4th Natl. bank.....	5,350 59	
	" cash on hand.....	59 77	
	Memo. A. J. Graeffe.....	250 00	
			5,660 36
June 18.	Balance in 4th Natl. bank.....	5,350 59	
	" checks on hand.....	36 14	
	" cash "	55 50	
	Memo. A. J. Graeffe.....	250 00	
			5,692 23
June 19.	Balance in 4th Natl. bank.....	2,237 36	
	" checks on hand.....	40 38	
	" cash "	72 34	
	Memo. A. J. Graeffe.....	450 00	
			2,800 08

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June 21.	Balance in 4th Natl. bank.....	2,237 36	
	" checks on hand.....	56 68	
	" cash "	68 96	
	Memo. A. J. Graeffe.....	450 00	
			2,813 00
June 22.	Balance in 4th Natl. bank.....	5,019 03	
	" cash on hand.....	67 83	
	Memo. A. J. Graeffe.....	450 00	
			5,536 86
June 23.	Balance in 4th Natl. bank.....	4,131 03	
	" checks on hand.....	17 81	
	" cash "	140 95	
	Memo. A. J. Graeffe.....	450 00	
			4,739 79
June 24.	Balance in 4th Natl. bank.....	8,051 03	
	" checks on hand.....	27 40	
	" cash "	138 50	
	Memo. A. J. Graeffe.....	450 00	
			8,666 93
June 25.	Balance in 4th Natl. bank.....	8,051 03	
	" checks on hand.....	27 40	
	" cash "	136 52	
	Memo. A. J. Graeffe.....	450 00	
			8,664 95
June 26.	Balance in 4th Natl. bank.....	3,051 03	
	" checks on hand.....	27 40	
	" cash "	64 51	
	Memo. A. J. Graeffe.....	450 00	
			3,592 94

June 28.	Balance in 4th Natl. bank.....	6,061 61		
	" cash on hand.....	79 68		
	Memo. A. J. Graeffe.....	475 00		
				6,619 29
June 29.	Balance in 4th Natl. bank.....	4,061 61		
	" cash on hand.....	45 93		
	Memo. A. J. Graeffe.....	475 00		
				4,582 54
June 30.	Balance in 4th Natl. bank.....	3,182 09		
	" cash on hand.....	95 13		
				3,277 22
July 1.	Balance in 4th Natl. bank.....	2,782 09		
	" cash on hand.....	67 25		
	Memo. A. J. Graeffe.....	25 00		
				2,874 34
July 2.	Balance in 4th Natl. bank.....	2,506 09		
	" checks on hand.....	2,919 50		
	" cash "	148 64		
	Memo. A. J. Graeffe.....	125 00		
				5,699 23
July 3.	Balance in 4th Natl. bank.....	5,425 68		
	" cash on hand.....	81 97		
	Memo. A. J. Graeffe.....	125 00		
				5,632 65
July 6.	Balance in 4th Natl. bank.....	5,558 65		
	" cash	77 49		
	Memo. A. J. Graeffe.....	125 00		
				5,761 14
248				
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July 7.	Balance in 4th Natl. bank.....	2,458 65		
	" cash on hand.....	72 76		
	Memo. A. J. Graeffe.....	225 00		
				2,756 41
July 8.	Balance in 4th Natl. bank.....	2,645 14		
	" cash on hand.....	28 64		
	Memo. A. J. Graeffe.....	225 00		
				2,898 78
July 9.	Balance in 4th Natl. bank.....	2,737 46		
	" cash on hand.....	193 00		
	Memo. A. J. Graeffe.....	250 00		
				3,180 46
July 10.	Balance in 4th Natl. bank.....	6,652 56		
	" cash on hand.....	89 52		
	Memo. A. J. Graeffe.....	275 00		
				7,017 08
July 12.	Balance in 4th Natl. bank.....	6,644 36		
	" checks on hand.....	27 79		
	" cash "	28 94		
	Memo. A. J. Graeffe.....	335 00		
				7,036 09

July 13.	Balance in 4th Natl. bank.....	4,866 39		
	" cash on hand.....	22 34		
	Memo. A. J. Graeffe.....	335 00		
				5,223 73
July 14.	Balance in 4th Natl. bank.....	3,015 07		
	" checks on hand.....	3,819 10		
	" cash "	2 34		
	Memo. A. J. Graeffe.....	355 00		
				7,191 51
July 15.	Balance in 4th Natl. bank.....	7,591 76		
	" checks on hand.....	2,433 47		
	" cash "	68 99		
	Memo. A. J. Graeffe.....	355 00		
				10,449 22
July 16.	Balance in 4th Natl. bank.....	10,011 23		
	" cash on hand.....	65 03		
	Memo. A. J. Graeffe.....	355 00		
				10,431 26
July 17.	Balance in 4th Natl. bank.....	8,784 90		
	" cash on hand.....	45 63		
	Memo. A. J. Graeffe.....	455 00		
				9,285 53
July 10.	Balance in 4th Natl. bank.....	5,490 64		
	" checks on hand.....	8 09		
	" cash "	43 88		
	Memo. A. J. Graeffe.....	455 00		
				5,997 61
July 20.	Balance in 4th Natl. bank.....	5,440 64		
	" checks on hand.....	8 09		
	" cash "	41 13		
	Memo. A. J. Graeffe.....	505 00		
				5,994 86
July 21.	Balance in 4th Natl. bank.....	5,440 64		
	" checks on hand.....	8 09		
	" cash "	39 70		
	Memo. A. J. Graeffe.....	505 00		
				5,993 43

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July 22.	Balance in 4th Natl. bank.....	5,440 64		
	" checks on hand.....	8 09		
	" cash "	38 35		
	Memo. A. J. Graeffe.....	505 00		
				5,992 08
July 23.	Balance in 4th Natl. bank.....	5,440 64		
	" checks on hand.....	8 09		
	" cash "	36 60		
	Memo. A. J. Graeffe.....	505 00		
				5,990 33

July	24.	Balance in 4th Natl. bank.....	2,165 64	
		" checks on hand.....	8 09	
		" cash "	39 40	
		Memo. A. J. Graeffe.....	605 00	
				2,818 13
July	26.	Balance in 4th Natl. bank.....	6,434 53	
		" checks on hand.....	2,900 75	
		" cash "	37 54	
		Memo. A. J. Graeffe.....	605 00	
				9,997 82
July	27.	Balance in 4th Natl. bank.....	9,355 28	
		" cash on hand.....	33 78	
		Memo. A. J. Graeffe.....	605 00	
				9,994 06
July	28.	Balance in 4th Natl. bank.....	6,751 44	
		" cash on hand.....	32 55	
		Memo. A. J. Graeffe.....	605 00	
				7,388 99
July	29.	Balance in 4th Natl. bank.....	6,751 44	
		" checks on hand.....	342 91	
		" cash "	28 37	
		Memo. A. J. Graeffe.....	605 00	
				7,727 72
July	30.	Balance in 4th Natl. bank.....	6,602 85	
		" cash on hand.....	24 39	
		Memo. A. J. Graeffe.....	755 00	
				7,382 24
July	31.	Balance in 4th Natl. bank.....	1,502 85	
		" cash on hand.....	27 02	
				1,529 87
Aug.	2.	Balance in 4th Natl. bank.....	579 70	
		" cash on hand.....	76 09	
				655 79
Aug.	3.	Balance in 4th Natl. bank.....	3,028 45	
		" cash on hand.....	48 00	
				3,076 45
Aug.	4.	Balance in 4th Natl. bank.....	3,035 02	
		" cash on hand.....	27 15	
		Memo. A. J. Graeffe.....	20 00	
				3,082 17
Aug.	5.	Balance in 4th Natl. bank.....	5,976 52	
		" cash on hand.....	21 90	
		Memo. A. J. Graeffe.....	20 00	
				6,018 42

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Aug.	6.	Balance in 4th Natl. bank.....	7,851 52	
		" cash on hand.....	42 82	
		Memo. A. J. Graeffe.....	45 00	
				7,939 34

Aug.	7.	Balance in 4th Natl. bank.....	8,992 40	
		" cash	50 57	
		Memo. A. J. Graeffe.....	145 00	
				9,187 97
Aug.	9.	Balance in 4th Natl. bank.....	3,765 32	
		" cash on hand.....	48 32	
		" checks "	5 94	
		Memo. A. J. Graeffe.....	145 00	
				3,994 58
Aug.	10.	Balance in 4th Natl. bank.....	4,079 35	
		" cash on hand.....	45 32	
		Memo. A. J. Graeffe.....	145 00	
				4,269 67
Aug.	11.	Balance in 4th Natl. bank.....	4,805 31	
		" cash on hand.....	40 52	
		Memo. A. J. Graeffe.....	145 00	
				4,990 83
Aug.	12.	Balance in 4th Natl. bank.....	8,938 22	
		" cash on hand.....	186 86	
		Memo. A. J. Graeffe.....	145 00	
				9,270 08
Aug.	13.	Balance in 4th Natl. bank.....	11,776 22	
		" checks on hand.....	283 95	
		" cash "	127 65	
		Memo. A. J. Graeffe.....	295 00	
				12,482 82
Aug.	14.	Balance in 4th Natl. bank.....	6,776 22	
		" checks on hand.....	496 67	
		" cash "	30 28	
		Memo. A. J. Graeffe.....	295 00	
				7,598 17
Aug.	16.	Balance in 4th Natl. bank.....	3,198 74	
		" checks on hand.....	736 17	
		" cash "	28 65	
		Memo. A. J. Graeffe.....	295 00	
				4,258 56
Aug.	17.	Balance in 4th Natl. bank.....	3,334 91	
		" cash on hand.....	26 82	
		Memo. A. J. Graeffe.....	295 00	
				3,656 73
Aug.	18.	Balance in 4th Natl. bank.....	5,783 24	
		" cash on hand.....	6 25	
		Memo. A. J. Graeffe.....	315 00	
				6,104 49
Aug.	19.	Balance in 4th Natl. bank.....	5,448 24	
		" cash on hand.....	145 80	
		Memo. A. J. Graeffe.....	465 00	
				6,059 04
Aug.	20.	Balance in 4th Natl. bank.....	4,896 99	
		" cash on hand.....	149 04	
		Memo. A. J. Graeffe.....	465 00	
				5,511 03

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Aug.	21.	Balance in 4th Natl. bank.....	4,896 99	
		" cash on hand.....	78 90	
		Memo. A. J. Graeffe.....	465 00	
				5,440 89
Aug.	23.	Balance in 4th Natl. bank.....	3,789 42	
		" cash on hand.....	77 65	
		Memo. A. J. Graeffe.....	465 00	
				4,332 07
Aug.	24.	Balance in 4th Natl. bank.....	4,147 23	
		" cash	25 34	
		Memo. A. J. Graeffe.....	515 00	
				4,687 53
Aug.	25.	Balance in 4th Natl. bank.....	4,984 92	
		" cash	74 04	
		Memo. A. J. Graeffe.....	515 00	
				5,573 96
Aug.	26.	Balance in 4th Natl. bank.....	7,923 42	
		" checks on hand.....	66 59	
		" cash "	65 69	
		Memo. A. J. Graeffe.....	515 00	
				8,570 70
Aug.	27.	Balance in 4th Natl. bank.....	7,423 42	
		" checks on hand.....	66 59	
		" cash "	62 00	
		Memo. A. J. Graeffe.....	515 00	
				8,067 01
Aug.	28.	Balance in 4th Natl. bank.....	4,169 13	
		" cash on hand.....	51 50	
		Memo. A. J. Graeffe.....	565 00	
				4,785 63
Aug.	30.	Balance in 4th Natl. bank.....	4,169 13	
		" checks on hand.....	1,313 28	
		" cash "	47 47	
		Memo. A. J. Graeffe.....	565 00	
				6,094 88
Aug.	31.	Balance in 4th Natl. bank.....	390 16	
		" checks on hand.....	322 05	
		" cash	44 99	
				757 20
Sept.	1.	Balance in 4th Natl. bank.....	3,538 21	
		" checks on hand.....	138 91	
		" cash "	38 36	
		Memo. A. J. Graeffe.....	100 00	
				3,815 48
Sept.	2.	Balance in 4th Natl. bank.....	6,451 03	
		" cash	166 41	
		Memo. A. J. Graeffe.....	100 00	
		" W. F. Calvert.....	150 00	
				6,867 44

Sept.	3.	Balance in 4th Natl. bank.....	6,435 05	
		" cash	37 54	
		Memo. A. J. Graeffe.....	150 00	
		" W. F. Calvert.....	150 00	
				6,772 59

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Sept.	4.	Balance in 4th Natl. bank.....	5,009 53	
		" cash	63 59	
		Memo. A. J. Graeffe.....	225 00	
		" W. F. Calvert.....	150 00	
				5,448 12
Sept.	6.	Balance in 4th Natl. bank.....	4 959 53	
		" checks on hand.....	76 35	
		" cash	57 65	
		Memo. A. J. Graeffe.....	225 00	
		" W. F. Calvert.....	150 00	
				5,468 53
Sept.	7.	Balance in 4th Natl. bank.....	4,959 53	
		" checks on hand.....	76 35	
		" cash "	56 65	
		Memo. A. J. Graeffe.....	225 00	
		" W. F. Calvert.....	150 00	
				5,467 53
Sept.	8.	Balance in 4th Natl. bank.....	7,901 03	
		" checks on hand.....	76 35	
		" cash "	56 40	
		Memo. A. J. Graeffe.....	225 00	
		" W. F. Calvert.....	150 00	
				8,408 78
Sept.	9.	Balance in 4th Natl. bank.....	6,729 42	
		" cash	55 25	
		Memo. A. J. Graeffe.....	225 00	
		" W. F. Calvert.....	250 00	
				7,259 67
Sept.	10.	Balance in 4th Natl. bank.....	3,725 82	
		" cash	51 40	
		Memo. A. J. Graeffe.....	225 00	
		" W. F. Calvert.....	250 00	
				4,252 22
Sept.	11.	Balance in 4th Natl. bank.....	4,111 17	
		" checks on hand.....	634 22	
		" cash "	39 95	
		Memo. A. J. Graeffe.....	350 00	
		" W. F. Calvert.....	250 00	
				5,385 34
Sept.	13.	Balance in 4th Natl. bank.....	28 03	
		" cash	31 36	
		Memo. A. J. Graeffe.....	350 00	
		" W. F. Calvert.....	250 00	
				659 39

Sept. 14.	Balance in Natl. bank	2,847 29		
	" cash	30 47		
	Memo. A. J. Graeffe	350 00		
	" W. F. Calvert	250 00		
				3,477 76
Sept. 15.	Balance in 4th Natl. bank	2,706 09		
	" cash	102 28		
	Memo. A. J. Graeffe	350 00		
	" W. F. Calvert	250 00		
				3,408 37

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Sept. 16.	Balance in 4th Natl. bank	2,695 28		
	" cash	99 00		
	Memo. A. J. Graeffe	350 00		
	" W. F. Calvert	250 00		
				3,394 28
Sept. 17.	Balance in 4th Natl. bank	130 27		
	" cash and in memo	197 85		
	Memo. A. J. Graeffe	350 00		
	" W. F. Calvert	250 00		
				928 12
Sept. 18.	Balance in 4th Natl. bank	130 27		
	" checks on hand	492 60		
	" cash "	118 44		
	Memo. A. J. Graeffe	350 00		
	" W. F. Calvert	250 00		
				1,341 31
Sept. 20.	Balance in 4th Natl. bank	4,803 25		
	" cash and on memo	117 11		
	Memo. A. J. Graeffe	350 00		
	" W. F. Calvert	250 00		
				5,520 36
Sept. 21.	Balance in 4th Natl. bank	4,980 14		
	" cash on hand	164 06		
	Memo. A. J. Graeffe	350 00		
	" W. F. Calvert	250 00		
				5,744 20
Sept. 22.	Balance in 4th Natl. bank	5,446 05		
	" cash	156 03		
	Memo. A. J. Graeffe	350 00		
	" W. F. Calvert	250 00		
				6,202 08
Sept. 23.	Balance in 4th Natl. bank	6,830 63		
	" checks on hand	134 53		
	" cash and on memo	156 92		
	Memo. A. J. Graeffe	350 00		
	" W. F. Calvert	250 00		
				7,722 08

Sept.	24.	Balance in 4th Natl. bank	7,133 98	
		" cash on hand	43 56	
		" checks "	76 58	
		Memo. A. J. Graeffe	410 00	
		" W. J. Calvert	250 00	
				7,914 12
Sept.	25.	Balance in 4th Natl. bank	8,464 55	
		" cash on hand and memo.	61 10	
		Memo. A. J. Graeffe	510 00	
		" W. F. Calvert	250 00	
				9,285 65
Sept.	27.	Balance in 4th Natl. bank	11,794 69	
		" checks on hand	30 72	
		" cash "	56 92	
		Memo. A. J. Graeffe	510 00	
		" W. F. Calvert	250 00	
				12,642 33

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Sept.	28.	Balance in 4th Natl. bank	11,654 20	
		" checks on hand	100 54	
		" cash "	53 70	
		Memo. A. J. Graeffe	510 00	
		" W. F. Calvert	250 00	
				12,568 44
Sept.	29.	Balance in 4th Natl. bank	11,615 77	
		" checks on hand	100 54	
		" cash "	51 98	
		Memo. A. J. Graeffe	510 00	
		" W. F. Calvert	250 00	
				12,528 29
Sept.	30.	Balance in 4th Natl. bank	14,103 59	
		" cash	122 59	
		Memo. W. F. Calvert	250 00	
				14,476 18
Oct.	1.	Balance in 4th Natl. bank	14,103 59	
		" cash	65 96	
		Memo. A. J. Graeffe	50 00	
		" W. F. Calvert	250 00	
				14,469 55
Oct.	2.	Balance in 4th Natl. bank	14,925 22	
		" cash on hand	25 45	
		Memo. A. J. Graeffe	175 00	
		" W. F. Calvert	350 00	
				15,475 67
Oct.	4.	Balance in 4th Natl. bank	13,737 64	
		" checks on hand	491 19	
		" cash "	23 85	
		Memo. A. J. Graeffe	175 00	
		" W. F. Calvert	350 00	
				14,777 68

Oct.	5.	Balance in 4th Natl. bank	12,851 16	
		" cash	66 98	
		Memo. A. J. Graeffe	175 00	
		" W. F. Calvert	350 00	
				13,443 14
Oct.	6.	Balance in 4th Natl. bank	10,077 85	
		" cash on hand	61 65	
		Memo. A. J. Graeffe	175 00	
		" W. F. Calvert	350 00	
				10,664 50
Oct.	7.	Balance in 4th Natl. bank	10,612 19	
		" checks on hand	225 99	
		" cash "	54 87	
		Memo. A. J. Graeffe	175 00	
		" W. F. Calvert	350 00	
				11,418 05
Oct.	8.	Balance in 4th Natl. bank	8,204 49	
		" cash	53 49	
		Memo. A. J. Graeffe	175 00	
		" W. F. Calvert	350 00	
				8,782 98
Oct.	9.	Balance in 4th Natl. bank	6,794 23	
		" cash	65 85	
		Memo. A. J. Graeffe	250 00	
		" W. F. Calvert	350 00	
				7,460 08
Oct.	11.	Balance in 4th Natl. bank	12,919 96	
		" cash on hand	64 14	
		Memo. A. J. Graeffe	250 00	
		" W. F. Calvert	350 00	
				13,584 10

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Oct.	12.	Balance in 4th Natl. bank	12,881 29	
		" cash on hand	214 57	
		Memo. A. J. Graeffe	250 00	
		" W. F. Calvert	350 00	
				13,695 86
Oct.	13.	Balance in 4th Natl. bank	10,191 63	
		" cash on hand	210 00	
		Memo. A. J. Graeffe	250 00	
		" W. F. Calvert	450 00	
				11,101 63
Oct.	14.	Balance in 4th Natl. bank	9,664 83	
		" checks on hand	624 45	
		" cash "	207 67	
		Memo. A. J. Graeffe	250 00	
		" W. F. Calvert	450 00	
				11,196 95

Oct.	15.	Balance in 4th Natl. bank.....	14,640 54	
		" cash on hand.....	202 10	
		Memo. A. J. Graeffe.....	250 00	
		" W. F. Calvert.....	450 00	
				15,542 64
Oct.	16.	Balance in 4th Natl. bank.....	12,618 45	
		" cash and on memo....	89 41	
		Memo. A. J. Graeffe.....	400 00	
		" W. F. Calvert.....	450 00	
				13,557 86
Oct.	18.	Balance in 4th Natl. bank.....	8,067 00	
		" checks on hand.....	167 58	
		" cash "	87 04	
		Memo. A. J. Graeffe.....	400 00	
		" W. F. Calvert.....	550 00	
				9,271 62
Oct.	19.	Balance in 4th Natl. bank.....	10,570 09	
		" cash on hand.....	88 68	
		Memo. A. J. Graeffe.....	400 00	
		" W. F. Calvert.....	550 00	
				11,608 77
Oct.	20.	Balance in 4th Natl. bank.....	10,570 09	
		" checks on hand.....	265 92	
		" cash "	31 85	
		Memo. A. J. Graeffe.....	445 00	
		" W. F. Calvert.....	550 00	
				11,862 86
Oct.	21.	Balance in 4th Natl. bank.....	11,296 85	
		" cash on hand.....	72 16	
		Memo. A. J. Graeffe.....	500 00	
		" W. F. Calvert.....	550 00	
				12,419 01
Oct.	22.	Balance in 4th Natl. bank.....	7,991 97	
		" cash on hand.....	69 00	
		Memo. A. J. Graeffe.....	500 00	
		" W. F. Calvert.....	550 00	
				9,110 97
Oct.	23.	Balance in 4th Natl. bank.....	8,632 03	
		" cash on hand.....	57 78	
		Memo. A. J. Graeffe.....	650 00	
		" W. F. Calvert.....	550 00	
				9,889 81

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Oct.	25.	Balance in 4th Natl. bank.....	6,832 57	
		" checks on hand.....	325 47	
		" cash "	51 85	
		Memo. A. J. Graeffe.....	650 00	
		" W. F. Calvert.....	550 00	
				8,409 89

Oct.	26.	Balance in 4th Natl. bank	9,170 14	
		" cash on hand	20 94	
		Memo. A. J. Graeffe	650 00	
		" W. F. Calvert	550 00	
				10,391 08
Oct.	27.	Balance in 4th Natl. bank	9,286 05	
		" cash on hand	106 66	
		Memo. A. J. Graeffe	650 00	
		" W. F. Calvert	550 00	
				10,592 71
Oct.	28.	Balance in 4th Natl. bank	5,580 33	
		" cash on hand	101 74	
		Memo. A. J. Graeffe	650 00	
		" W. F. Calvert	550 00	
				6,882 07
Oct.	29.	Balance in 4th Natl. bank	5,580 33	
		" cash on hand	100 22	
		Memo. A. J. Graeffe	650 00	
		" W. F. Calvert	550 00	
				6,880 55
Oct.	30.	Balance in 4th Natl. bank	2,580 33	
		" checks on hand	277 02	
		" cash "	26 15	
		Memo. A. J. Graeffe	650 00	
		" W. F. Calvert	550 00	
				4,083 50
Nov.	1.	Balance in 4th Natl. bank	2,441 21	
		" checks on hand	89 58	
		" cash "	185 04	
		Memo. W. F. Calvert	550 00	
				3,265 83
Nov.	2.	Balance in 4th Natl. bank	2,441 21	
		" checks on hand	555 53	
		" cash "	182 40	
		Memo. W. F. Calvert	550 00	
				3,729 14
Nov.	3.	Balance in 4th Natl. bank	5,684 78	
		" cash on hand	171 20	
		Memo. W. T. Calvert	550 00	
				6,405 98
Nov.	5.	Balance on 4th Natl. bank	5,684 78	
		" checks on hand	2,656 72	
		" cash "	163 97	
		Memo. W. F. Calvert	550 00	
				9,055 47
Nov.	6.	Balance in 4th Natl. bank	7,755 36	
		" cash on hand	40 90	
		Memo. A. J. Graeffe	100 00	
		" W. F. Calvert	550 00	
				8,446 26

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Nov.	8.	Balance in 4th Natl. bank.....	8,608 35	
		" cash on hand	22 14	
		Memo. A. J. Graeffe.....	100 00	
		" W. F. Calvert.....	650 00	
				9,380 49
Nov.	9.	Balance in 4th Natl. bank.....	9,281 38	
		" cash on hand	20 16	
		Memo. A. J. Graeffe.....	100 00	
		" W. F. Calvert.....	650 00	
				10,051 54
Nov.	10.	Balance in 4th Natl. bank.....	3,349 29	
		" checks on hand.....	639 60	
		" cash "	11 08	
		Memo. A. J. Graeffe.....	100 00	
		" W. F. Calvert.....	650 00	
				4,749 97
Nov.	10.	Balance in checks on hand.....	639 60	
		" cash "	11 08	
		Memo. A. J. Graeffe.....	100 00	
		" W. F. Calvert.....	650 00	
				1,400 68
Nov.	11.	Balance in 4th Natl. bank.....	3,033 03	
		" cash on hand	8 32	
		Memo. A. J. Graeffe.....	100 00	
		" W. F. Calvert.....	650 00	
				3,791 35
Nov.	12.	Balance in 4th Natl. bank.....	1,170 32	
		" checks on hand.....	2,437 85	
		" cash "	55 91	
		Memo. A. J. Graeffe.....	200 00	
		" W. F. Calvert.....	650 00	
				4,514 08
Nov.	13.	Balance in 4th Natl. bank.....	4,583 50	
		" cash on hand.....	30 63	
		Memo. A. J. Graeffe.....	200 00	
		" W. F. Calvert.....	650 00	
				5,464 13
Nov.	15.	Balance in 4th Natl. bank.....	7,566 26	
		" cash on hand.....	24 84	
		Memo. A. J. Graeffe.....	250 00	
		" W. F. Calvert.....	650 00	
				8,491 10
Nov.	16.	Balance in 4th Natl. bank.....	5,066 26	
		" cash	23 40	
		Memo. A. J. Graeffe.....	250 00	
		" W. F. Calvert.....	650 00	
				5,989 66

Nov. 17.	Balance in 4th Natl. bank	5,066 26	
	" cash	21 71	
	Memo. A. J. Graeffe	250 00	
	" W. F. Calvert	650 00	
			5,987 97
Nov. 18.	Balance in 4th Nat'l bank	5,458 94	
	" checks on hand	48 10	
	" cash "	259 00	
	Memo. A. J. Graeffe	250 00	
	" W. F. Calvert	650 00	
258			6,666 04
1880.			
Nov. 19.	Balance in 4th Natl. bank	3,890 00	
	" cash on memo	262 57	
	Memo. A. J. Graeffe	250 00	
	" W. F. Calvert	650 00	
			5,052 57
Nov. 20.	Balance in 4th Natl. bank	3,011 91	
	" checks on hand	180 19	
	" cash & on memo	49 23	
	Memo. A. J. Graeffe	464 45	
	" W. F. Calvert	650 00	
			4,355 78
Nov. 22.	Balance in 4th Natl. bank	3,924 67	
	" checks on hand	285 59	
	" cash	43 55	
	Memo. A. J. Graeffe	464 45	
	" W. F. Calvert	650 00	
			5,368 26
Nov. 23.	Balance in 4th Natl. bank	9,020 48	
	" cash	42 15	
	Memo. A. J. Graeffe	464 45	
	" W. F. Calvert	750 00	
			10,277 08
Nov. 24.	Balance in 4th Natl. bank	7,964 85	
	" checks on hand	88 51	
	" cash "	12 29	
	Memo. A. J. Graeffe	489 45	
	" W. F. Calvert	750 00	
			9,305 10
Nov. 26.	Balance in 4th Natl. bank	2,214 70	
	" checks on hand	213 75	
	" cash "	66 96	
	Memo. A. J. Graeffe	489 45	
	" W. F. Calvert	750 00	
			3,734 86
Nov. 27.	Balance in 4th Natl. bank	2,696 71	
	" checks on hand	209 25	
	" cash "	42 80	
	Memo. A. J. Graeffe	589 45	
	" W. F. Calvert	750 00	
			4,288 21

Nov.	29.	Balance in 4th Natl. bank	4,609 06	
		" checks on hand	9 28	
		" cash "	77 39	
		Memo. A. J. Graeffe.....	589 45	
		" W. F. Calvert.....	750 00	
				6,035 18
Nov.	30.	Balance in 4th Natl. bank	5,225 06	
		" cash	48 95	
		Memo. W. F. Calvert.....	29 45	
				5,303 46

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Dr. *Account Real Estate in Warwick, R. I.* Cr.

1880.						1880.		
May	1.	To sundries..	325	4,000 00	Oct.	30.	By expense ac.	463 50 00
"		" " ..	"	500 00	Dec.	31.	" balance.....	45,172 60
"		" " ..	"	59 60				
"		" " ..	326	140 00				
June	30.	" " ..	359	6,250 00				
July	1.	" " ..	362	400 00				
"	7.	" " ..	364	500 00				
"	13.	" " ..	367	20 00				
"	"	" " ..	"	2,500 00				
"	14.	" " ..	368	1,851 32				
"	24.	" " ..	372	550 00				
"	30.	" " ..	375	300 00				
"	31.	" " ..	376	5,000 00				
Aug.	16.	" " ..	387	3,500 00				
"	27.	" " ..	394	400 00				
"	31.	" " ..	397	5,000 00				
Sept.	9.	" " ..	403	2,000 00				
"	11.	" " ..	405	326 25				
"	22.	" " ..	413	500 00				
"	24.	" " ..	415	35				
Oct.	2.	" " ..	426	40				
"	"	" " ..	427	30				
"	14.	" " ..	443	976 07				
"	15.	" " ..	444	37				
"	25.	" " ..	456	769 52				
Nov.	4.	" " ..	470	3,520 00				
"	18.	" " ..	4	6,113 42				
"	24.	" " ..	9	45 00				
	"		"	45,222 60				45,222 60
1881.								
Jan'y	1.	To balance...	"	45,172 60				
"	20.	" cash.....	51	260 45				
"	27.	" "	55	551 58				
Feb.	10.	" "	62	10 90				

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(The figures in brackets denote the pages of the journal.)

May 1st, 1880.

[p. 325]	294	Real estate in Warwick, R. I.....	4,000 00	
	211	To A. J. Graeffe.		
		For the following amounts paid on acct. of purchase of that property and charged to my personal acct. now transfer'd.		
		Advance payment on acct..... ..... $100 00		
		March 16. Check to R. W. Husted, agent of the estate of R. G. Howland, dec'd..... 3,900 00		
		———	.....	4,000 00
	294	Real estate in Warwick, R. I. Dr.....	500 00	
	211	To A. J. Graeffe.		
		For amt. of two checks given March 23 and April 1st to Mary Clapp, in payment for plot of ground with fountain, such checks having been charged at their respective dates to my personal acct. are now transfer'd.....	.....	500 00
	294	Real estate in Warwick, R. I. Dr.....	59 60	
	211	To A. J. Graeffe.		
		For amt. paid Cook & Van Sluyck, Providence, for searching title, and charg'd to my personal acct., April 16th, now transfer'd.....	59 60	
[p. 326]	154	Sundries. Dr. To cash acct.		
	294	Real estate in Warwick, R. I.		
		Paid 168 ds. interest *@* 6% on $5,000.00.		
		Mortgage held by Tillinghast, M'ch 17 to Sep'r 1.....	140 00	
261		June 30th.		
[p. 359]	294	Real estate in Warwick, R. I. Dr.		
	212	To A. J. Graeffe.	6,250 00	
		For sundry amounts paid and charged to my private acct., at dates below, which am'ts having been expended principally, if not wholly, in improvements to that property, and for which no acct. has been received, are now transferred, previous to closing my books.		
		They are as follows:		
		May 12. Check own order..... 1,850 00		
		" 18. " to J. C. Schrader.... 300 00		
		" 25. " " Dutie Arnold..... 100 00		
		" " " " " 1,200 00		
		June 4. " " J. C. Schrader, agt. 400 00		
		" 16. " " " " 1,600 00		
		" 23. " " " " 800 00		
		———	.....	6,250 00
[p. 362]		July 1.		
	155	Sundries. Dr. To cash acct.		
	294	Real estate in Warwick.		
		Check to J. C. Schrader, agt.....	400 00	
[p. 364]		7.		
	155	Sundries. Dr. To cash acct.		
	294	Real est. Warwick, R. I.		
		Check to J. C. Schrader, agt.....	500 00	

[p. 367] 13.

168 Sundries. Dr. To cash acct.
294 Real est. in Warwick, R. I.
Paid Cook & Van Sluyck's bill of July 1st for searching title..... 20 00
294 Real est. in Warwick, R. I.
Check to J. C. Schrader, agt..... 2,500 00

[p. 368] 14.

168 Sundries. Dr. To cash acct.
294 Real est. in Warwick, R. I.
Paid Chas. Phillips & Co. bill of materials and labor furnished from April 23d to June
262 10th..... 1,851 32

[p. 372] 24.

168 Sundries. Dr. To cash acct.
294 Real est. Warwick, R. I.
Paid J. C. Schrader, agt., being part proceeds check No. 4095½, drawn at East Greenwich, July 21..... 550 00

[p. 375] 30.

168 Sundries. Dr. To cash acct.
294 Real est. in Warwick, R. I.
Check to J. C. Schrader, agt..... 300 00

[p. 376] 31.

168 Sundries. Dr. To cash acct.
294 Real est. Warwick, R. I.
Check to J. C. Schrader, agt..... 5,000 00

[p. 387] August 16th.

169 Sundries. Dr. To cash acct.
294 Real est. Warwick, R. I.
Check to J. C. Schrader, agt..... 3,500 00

[p. 394] August 27th.

169 Sundries. Dr. To cash acct.
294 Real est. in Warwick, R. I.
Check to J. C. Schrader, agt..... 400 00

[p. 397] 31.

169 Sundries. Dr. To cash acct.
294 Real est. Warwick, R. I.
Paid Samuel L. Tillinghast amt. of mortgage held by him on that property due 1st Sept..... 5,000 00

[p. 403] September 9.

169 Sundries. Dr. To cash acct.
294 Real est. in Warwick, R. I.
Check to W. A. Harris, being payment on
263 acct. of engine &c., put in mill..... 2,000 00

[p. 405] September 11.

169 Sundries. Dr. To cash acct.
Real est. Warwick, R. I.
Paid premiums of ins. on buildings as follows:
State Mut. Ins. Co., Providence, R. I. Policy # 12273. Rate, 1¼–1% and 3/40/0..... $65 25
Blackstone Mut. Ins. Co., Prov. Policy # 4422. Rate, 1¼%–1%, 3/40/0. 65 25
Firemen's Mut. Ins. Co., Prov. Policy # 12939. Rate, 1¼%, 1% & 3/40/0. 65 25
Hope Mut. Ins. Co. of Prov. Policy # 1626. Rate, 1¼%, 1% & 3/40/0. 65 25
What Cheer Mut. Ins. Co., Prov. Policy # 2414. Rate, 1¼%, 1% & 3/40/0..... 65 25
326 25

[p. 413] 22.

170 Sundries. Dr. To cash acct.
294 A. J. Graeffe acct. real est. Warwick, R. I.
Check to Thompson & Nagel, architects, for making plans and specifications..... 500 00

24.

[p. 415] 170 Sundries. Dr. To cash acct.
294 Real est. in Warwick, R. I.
Tel. to W. A. Harris, Prov., Sep. 9..... 35

[p. 426] Oct. 2.

170 Sundries. Dr. To cash acct.
294 Real est., Warwick, R. I.
Tel. to J. C. Schrader..... 40

[p. 427] 11.

170 Sundries. Dr. To cash acct.
294 Real est., Warwick, R. I.
Telegram to J. C. Schrader..... 30

264

[p. 443] Oct. 14.

171 Sundries. Dr. To cash acct.
294 Real est. in Warwick, R. I.
Paid Amos M. Hawkins & Co. bill of sash and window frames..... 976 07

[p. 444] 15.

171 Sundries. Dr. To cash acct.
294 Real est. in Warwick, R. I.
Telegram to Cook & Van Sluyck..... 37

[p. 456] 25.

171 Sundries. Dr. To cash acct.
294 Real est. Warwick, R. I.
Paid B. G. Browning's bill of timber, &c., rend. from Aug. 2d to 23d Sept'..... 769 52

30.

[p. 463] 203 Expense acct. Dr. 50 00
294 To real est. Warwick, R. I.
For expenses of Mr. A. J. Graeffe, to and from East Greenwich, R. I., being part proceeds of check # 4006 for $1,850, charged May 12 as for disbursements at Warwick and charged to real-est. ac., now transf'd by direction of Mr. G. Mr. Schrader claims to have rec'd. only $1,800 out of the check, leaving $50 unaccounted for..... 50 00

[p. 470] November 4, 1880.

128 Sundries. Dr. To cash acct.
294 Real est. Warwick, R. I.
Paid note to Babcock & Wilcox, dated Aug. 1st, @ 3 mos. passed to them Sept. 22d in payment for 150-h. engine..... $3,500 00
Interest added..... 20 00
3,520 00

265 *Journal No.* 3.

November 18th, 1880.

[p. 4] 128 Sundries. Dr. To cash acct.
294 Real est. in Warwick, R. I.
Paid the following parties for materials furnished:

James A. Potter & Co.	$3,240 81	
Carrington & Howland	1,328 16	
E. W. Lovell & Co.	195 56	
Wm. A. Harris	1,072 00	
Edwd. R. Andrews	276 89	
		6,113 42

[p. 9] 24.

129 Sundries. Dr. To cash acct.
294 Real est., Warwick, R. I.
Paid Dutee Arnold 6 mos. int. on note to him for $1,500, dated May 25, 1 year @ 6% semi-annually 45 00

[p. 51] January 21, 1881.

130 Sundries. Dr. To cash acct.
594 Real est., Warwick, R. I.
Paid R. G. Browning's bill—materials 260 45

[p. 55] 27.

131 Sundries. Dr. To cash acct.
294 Real est., Warwick, R. I.
Check to Nyatt Brick Co. 551 58

[p. 62] February 10, 1881.

131 Sundries. Dr. To cash acct.
294 Real est. in Warwick, R. I.
Paid Cook & Van Sluyck's bill of services rend. from Sept. 3d to Oct. 16 ..... 10 90

DR. *Profit and Loss Account.* CR.

1878.					1878.		
April 3.	To Wynn, Chapman & Co	231	335 18	June 29.	By C. G. Shaw	303	632 06
" 20.	" Tolle, Holton & Co	247	253 75	" "	" commission acc't	"	9,177 96
May 6.	" A. Mark Levy & Co	257	721 59	" "	" int. acc't on capital	"	1,749 24
June 29.	" A. J. Graeffe per /acc't	303	11,382 10	" "	" balance	"	656 39
" "	" expense ac	"	4,503 57	" "	" A. J. Graeffe stock /ac	"	7,928 01
" "	" mdse	"	2,340 07				
" "	" insce	"	135 40				
" "	" cartage	"	472 00				
			20,143 66				20,143 66
1878.					1878.		
Dec. 31.	To Adriance, Rollins & Co	477	33 68	Dec. 31.	By interest on capital	478	1,724 30
" "	" Emery, Ivey & Lee	"	4 36	" "	" mdse. acc't	"	2,069 61
" "	" Ezekiel & Co	"	330 66	" "	" comm. "	"	15,392 94
" "	" Spalding & Wales	"	41 47	" "	" interest acc't	"	398 21
" "	" A. J. Graeffe per /acc't	479	8,832 91				
" "	" expense acc't	"	4,425 00				
" "	" insurance	"	171 16				
" "	" cartage	"	601 00				
" "	" A. J. Graeffe stock /acc't	"	5,144 82				
			19,585 06				19,585 06
1879.					1879.		
Jan. 22.	To Dodd, Brown & Co	9	356 09	Feb. 11.	By cash	17	5 05
June 30.	Sundries	98	45,123 41	June 30.	" int. acc't on capital	98	1,949 27
				" "	" comm. acc't	"	8,583 64
				" "	" A. J. Graeffe stock /acc't	"	34,941 54
			45,479 50				45,479 50

267

1879.				1879.			
Dec. 31.	To expense ac	249	4,112 71	Dec. 31.	By int. on capital	249	1,542 37
" "	" insurance ac	"	195 00	" "	" com'n acc't	"	8,813 16
" "	" cartage ac	"	275 50	" "	" mdse. "	250	3,981 88
" "	" interest ac	"	1,325 99				
" "	" A. J. Graeffe stock acc't	250	8,428 21				
			14,337 41				14,337 41
1880.				1880.			
June 30.	To mdse. ac	360	611 41	June 30.	By int. on capital	360	652 46
" "	" expense ac	"	4,612 76	" "	" com'n acc't	"	5,587 97
" "	" insurance ac	"	556 43	" "	" A. J. Graeffe stock acc't	"	1,102 09
" "	" cartage ac	"	99 50				
" "	" interest ac	"	1,462 42				
			7,342 52				7,342 52
1880.				1880.			
Dec. 31.	To mdse. ac	39	302 28	Dec. 31.	By int. on capital	39	278 11
" "	" expense ac	"	5,351 31	" "	" commission acc't	"	8,215 28
" "	" insurance ac	"	47 06	" "	" A. J. Graeffe stock acc't	"	14 77
" "	" cartage ac	"	231 50				
" "	" interest ac	"	2,576 01				
			8,508 16				8,508 16

268 January, 1879.

[p. 9] 541 22.

Sundries. To Dodd Brown & Co. 5,934 90
For settlement in full of account.

242 Cash account.
Cash 5,578 81

216 Profit & loss.
5% discount on full amount of claim $5,934.90 ..... 296 74
1% " " " 59 35
356 09

June 30.

[p. 98] 310 Interest account 1,949 27
216 To profit & loss account.
On capital 1st Jan'y, '79, $55,385.65, 181 days 1,949 27

281 Merchandise account 1,909 58
252 To stock account.
Transfer of the amount of goods on hand 1st Jan'y, '79, and sold since then 1,909 58

310 Interest account 655 25
To loan account.
Jan'y 1st, $16,010.14, 181 days 563 46
" 10,262.50, 46 " 91 79
655 25

287 Commission acc't 8,583 64
216 To profit & loss account. Balance 8,583 64

216 Profit & loss account to sundries 45,123 41
250 To expense account.
Balance 4,647 38
292 " insurance account.
Balance 226 65
300 " cartage account.
Balance 416 75
281 " merchandise account.
Balance 20,803 61
310 " interest account.
Balance 261 13
209 " A. J. Graeffe pers. acc't.
Balance 18,767 89

200 A. J. Graeffe stock acc't 34,941 54
216 To profit & loss.
Transfer 34,941 54

252 Stock account 22,665 50
200 To A. J. Graeffe stock acc't.
Merchandise 1st July, '79, on land belonging to him 22,665 50

269 December 31st, 1879.

[p. 249] 310 Interest ac. Dr. 1,542 37
216 To profit & loss.
For interest on capital July 1, 1879, $43,109.61, 184 days 1,542 37

"

288 Commission ac. Dr. 8,813 16
216 To profit & loss.
For am't standing to credit of that ac. transferred 8,813 16

		"			
	216	Profit & loss. Dr.			
	"	To sundries.		5,909 20	
	"	To close the following acc'ts which have debit balances:			
	182	Expense ac.			4,112 71
	292	Insurance ac.			195 00
	300	Cartage ac.			275 50
	310	Interest ac.			1,325 99
		"			
[p. 250]	195	Merchandise ac. Dr.		3,981 88	
	216	To profit & loss.			
	"	For balance of, that acc't transfer'd.			3,981 88
		"			
	200	A. J. Graeffe stock ac. Dr.		30,028 15	
		To A. J. Graeffe.			
		For balance of his personal ac. transf'd.			30,028 15
		"			
	216	Profit & loss. Dr.		8,428 21	
		To A. J. Graeffe stock ac.			
		For balance of that acc't transfer-ed, being the profits of my business for past 6 mos.			8,428 21
		June 30, 1880.			
[p. 360]	311	Interest ac. Dr.		652 46	
	216	To profit & loss.			
		For interest on capital January 1, '80, $21,509.67, 182 days @ 6%			652 46
270		"			
	252	Stock ac. Dr.		3,146 40	
	140	To merchandise ac.			
		For am't of goods belonging to me remaining on hand as per inventory			3,146 40
		"			
	288	Commission ac. Dr.		5,587 97	
	216	To profit & loss.			
		For am't standing to credit of that acc't transf'd			5,587 97
		"			
	216	Profit & loss. Dr. To sundries.		7,342 52	
		Closing the following acct's which have debit balances:			
	140	Merchandise ac.			611 41
	184	Expense ac.			4,612 76
	292	Insurance ac.			556 43
	300	Cartage ac.			99 50
	311	Interest ac.			1,462 42
		"			
	200	A. J. Graeffe stock ac. Dr.		11,338 76	
	212	To A. J. Graeffe.			
		For balance of his personal ac. transf'd.			11,338 76
		"			
	200	A. J. Graeffe stock ac. Dr.		1,102 09	
	216	To profit & loss.			
		For balance of that ac. transf'd.			1,102 09
		New York, December 31st, 1880.			
[p. 39]	313	Interest ac. Dr.		278 11	
	216	To profit & loss.			
		For interest on capital July 1, '80, 184 days.			278 11

	"			
252	Stock ac. Dr.		30 05	
146	To merchandise ac.			
	For amount of goods belonging to me remaining on hand unsold as per inventory.		.....	30 05
271	December 31st, 1880.			
213	A. J. Graeffe. Dr.		25 00	
562	To Louis Stix & Co.			
	For am't of check given Decr. 17, & charged to them, now transf'd, same being a donation to city hospital fund		.....	25 00
	"			
288	Commission ac. Dr.		8,215 28	
216	To profit & loss.			
	For am't standing to credit of that ac. transf'd		.....	8,215 28
	"			
216	Profit & loss. Dr.	To sundries.	8,508 16	
	To close the following accounts which have debit balances, viz:			
146	Merchandise ac		.....	302 28
204	Expense ac		.....	5,351 31
293	Insurance ac		.....	47 06
301	Cartage ac		.....	231 50
313	Interest ac		.....	2,576 01
	"			
200	A. J. Graeffe stock ac Dr.		11,227 25	
213	To A. J. Graeffe.			
	For balance of acc't transf'd		.....	11,227 25
	"			
200	A. J. Graeffe stock ac. Dr.		14 77	
216	To profit & loss.			
	For balance of acc't transf'd		.....	14 77

Loan Account

Dr.					Cr.				
1877.					1877.				
Sept. 4.	To cash	Vermilye & Co.	39	3,000 00	July 13.	By cash	M. J. G.	2	2,000 00
Oct. 2-3.	"	"	68	6,000 00	" 20.	"	"	"	2,000 00
" 11.	"	"	74	2,500 00	" 28.	"	"	6	2,000 00
" 16.	"	"	83	2,000 00	" "	"	Vermilye & Co.	"	2,000 09
Nov. 7.	"	"	115	1,000 00	" 2.	"	M. J. G.	1	2,219 20
" 13.	"	"	124	1,000 00	Aug. 10.	"	"	11	2,500 00
Dec. 31.	To A. J. Graeffe, cap'l acc't		171	12,651 93	" 14.	"	"	18	2,000 00
					" 16.	"	"	"	3,091 63
					" 21.	"	Vermilye & Co.	23	3,000 00
					Sept. 24.	"	Peck & Martin	52	2,000 00
					" "	"	M. J. Graeffe	"	1,000 09
					Oct. 2.	"	do.	65	2,500 00
					" 20.	"	do.	87	1,500 00
					Nov. 1.	"	as Aug. 16.	108	100 00
					Dec. 31.	By ints.	acc't	171	331 10
				28,151 93					28,151 93
1878					1878.				
July 16.	To bills payable	Om. Bogart	309	2,000 00	July 1.	By cash	Mary J. Graeffe	305	5,000 09
Oct. 12.	" cash		390	942 50	" 6.	"	Om. Bogart	"	2,000 00
Dec. 3.	" "		462	2,400 00	" 24.	"	Mary J. Graeffe	306	2,000 00
1879					" 27.	"	do. Brooklyn b'k	310	900 00
Jan. 1.	" balance			16,010 14	Aug. 6.	"	Mary J. Graeffe	325	5,003 75
					" 15.	"	do.	329	2,200 00
					" 17.	"	do.	331	1,500 00
					Sep. 20.	"	do.	366	1,200 00
					Nov. 18.	"	do.	440	1,100 00
					Dec. 31.	By interest		478	448 89
				21,352 64					21,352 64

DR. *Loan Account*—Continued. CR.

273

1879.				1879.			
Dec. 31.	To balance	462	49,490 67	Jan'y 1.	By balance		16,010 14
				May 16.	" cash	78	10,262 50
				June 30.	" interest acc't	98	655 25
				July 24.	" cash	102	5,106 25
				" 26.	" "	103	5,096 87
				" 29.	" "	"	3,114 38
				Aug. 4-6.	" "	112	2,615 62
				" 20.	" "	120	3,000 00
				Sept. 29.	" " Mrs. M. J. Graeffe	147	500 00
				Oct. 28.	" " do.	173	1,586 42
				Dec. 31.	" interest	249	1,543 24
"		"	49,490 67			"	49,490 67
1880.				1880.			
Mar. 2.	To cash O. M. Bogart & Co	289	4,500 00	Jan'y 1.	By balance	"	49,490 67
				Feb. 24.	" cash O. M. Bogart & Co	282	4,500 00
				" 25.	" " Mrs. Mary J. Graeffe	283	6,000 00
	To folio	219	4,500 00		To folio	219	59,990 67
1880.				1880.			
Mar. 2.	To am't from folio	218	4,500 00	March 2.	By am't from folio	218	59,990 67
May 5.	" cash O. M. Bogert & Co	328	5,000 00	" 18.	" cash M. J. Graeffe	296	6,942 13
June 30.	" balance	"	69,255 85	April 17.	" " do.	316	2,259 80
				" 22.	" " O. M. Bogart & Co	318	5,000 00
				May 15.	" " Mrs. Mary J. Graeffe	333	1,774 23
				" 24.	" " Mrs. Carrie L. Garner Scott	338	1,000 00
				June 30.	" interest	359	1,789 02
"		"	78,755 85	"		"	78,755 85

1880.				
Oct. 9.	To cash O. M. Bogart & Co.	435		4,000 00
Nov. 24.	" Mrs. Carrie L. G. Scott	9		1,000 00
Dec. 2.	" O. M. Bogart & Co.	16		4,000 00
" 24.	" " "	32		4,000 00
" 31.	To balance	"		75,883 86
	"	"		88,883 86
1881.				
Feb'y 7.	To cash O. M. Bogart & Co.	63		5,000 00
" 14.	" Mrs. Mary J. Graeffe	67		2,000 00
" 19.	" Mrs. Mary J. Graeffe	70		3,500 00
" 24.	" Mrs. Mary J. Graeffe	72		4,000 00

1880.				
July 1.	By balance	359		69,255 85
Sept. 14.	" O. M. Bogart & Co.	407		4,000 00
Nov. 11.	" cash Mrs. Mary J. Graeffe	479		3,500 00
" 29.	" " O. M. Bogart & Co.	12		4,000 00
Dec. 14.	" " Mrs. Mary J. Graeffe	25		2,000 00
" 16.	" " O. M. Bogart & Co.	36		4,000 00
" 31.	" interest	38		2,128 01
	"	"		88,883 86
1881.				
Jan'y 1.	By balance	"		75,883 86
Feb. 10.	" cash O. M. Bogart & Co.	62		5,000 00
" 26.	" " Mrs. Mary J. Graeffe	73		1,500 00

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[p. 78] May, 1879.

16 379 Cash account to sundries.
218 To loan account from Mrs. Mary J. Graeffe 10,262 50

[p. 98] June, 1879.

30 310 Interest account.
218 To loan account.
Jan'y 1st, $16,010.14 181 days..... 8563 46
" 10,262.50 46 " 91 79
——— 655 25

[p. 102] July, 1879.

24 380 Cash account.
218 To loan account from Mrs. M. J. Graeffe..... ..... 5,106 25

[p. 103] 380 Cash account to sundries.
26 218 To loan account from Mrs. M. J. Graeffe..... ..... 5,096 87
29 218 To loan account from Mrs. M. J. Graeffe..... ..... 3,114 38

[p. 112] August, 1879.

381 Cash account.
218 To loan account from Mrs. Mary J.
4 Graeffe..... $2,000 00
6 To loan account from Mrs. Mary J.
Graeffe..... 615 62
——— 2,615 62

[p. 120] August, 1879.

20 381 Cash ac. Dr. To sundries.... 3,000 00
218 Loan acc't from Mrs. Mary J. Graeffe 3,000 00

[p. 147] September 29, 1879.

29 382 Cash ac. Dr. To sundries.
218 Loan ac. from Mrs. Mary J. Graeffe..... ..... 500 00

276

[p. 173] October 28, 1879.

384 Cash ac. Dr. To sundries.
218 Loan ac. from Mrs. Mary J. Graeffe..... ..... 1,586 42

[p. 249] December 31, 1879.

310 Interest ac. Dr.
218 To loan ac.
For int. on $26,927.89 184 days from July 1... 947 71
" 5,106.25 161 " " " 24... 159 85
" 5,096.87 159 " " " 26... 157 58
" 3,114.38 156 " " " 29... 94 47
" 2,615.62 150 " " Aug. 4... 76 28
" 3,000.00 134 " " " 20... 78 17
" 500.00 94 " " Sep. 29... 9 13
" 1,586.42 65 " " Oct. 28... 20 05
——— 1,543 24

[p. 282] February 24, 1880.

152 Cash ac. Dr. 4,500 00
218 To loan acc't.
Check from O. M. Bogart & Co 4,500 00
(See at end for entry, p. 283, for omitted loan of $6,000 from Mrs. Graeffe.)

[p. 289] March 2, 1880.

152 Sundries. Dr. To cash acc't.
218 Loan acc't.
Ret'd O. M. Bogart & Co. am't rec'd 24
Feb'y 4,500 00

[p. 296] 18.

152 Cash acc't. Dr. To sundries.
219 Loan acc't M. J. Graeffe 6,942 13

[p. 316] April 17.

153 Cash acc't. Dr. To sundries.
219 Loan acc't from Mrs. Mary J. Graeffe..... 2,259 80

22.

[p. 318] 153 Cash acc't. Dr. To sundries.
219 Loan acc't from O. M. Bogart & Co..... 5,000 00

277 May 5th.

[p. 328] 154 Sundries. Dr. To cash acc't.
219 Loan acc't.
Am't rec'd from O. M. Bogart & Co. April 22, and credited to this acc't now charged back, the amount having been deducted in settlement of the acceptances sold them..... 5,000 00

May 15th.

[p. 333] 154 Cash acc't. Dr..... 1,774 23
219 To loan acc't from Mrs. Mary J. Graeffe, check of Ammidoun, Lane & Co., rec'd from Ammidoun as administrator..... 1,774 23

24.

[p. 338] 154 Cash acc't. Dr. To sundries.
219 Loan acc't.
Check of Mrs. Carrie L. Garner Scott, due Nov. 1, '80..... 1,000 00

[p. 359] June 30.

311 Interest acc't. Dr 1,789 02
219 To loan acc't.
For int. on $49,490.67 from Jan'y 1, 182 d's.....81,501 22
For int. on $6,000.00 from Feb. 25, 126 d's 126 00
For int. on $6,942.13 from M'ch 18, 104 d's 120 33
For int. on $2,259.80 from Ap'l 17, 74 d's 27 87
For int. on $1,774.23 from May 15, 46 d's 13 60
——— 1,789 02

[p. 407] Sept. 14.

170 Cash Dr..... 4,000 00
219 To loan acc't.
From O. M. Bogart & Co. on acc't of two acceptances sent them..... ..... 4,000 00

Oct. 9.

[p. 435] 170 Sundries. Dr. To cash acc't.
219 Loan acc't.
Am't rec'd from O. M. Bogart & Co. & credited to this acc't, deducted by them in settlement of 2 acceptances sold them..... 4,000 00

Nov. 11.

[p. 479] 128 Cash acc't. Dr..... 3,500 00
219 To loan acc't.
Received from Mrs. Mary J. Graeffe, being loan on call, @ 6 % int..... ..... 3,500 00

278 *Journal No. 3.*

(See at end for entry at p. 9 of omitted item of $1,000.)

[p. 12] November 29, 1880.

129 Cash acc't. Dr. To sundries.
219 Loan acc't.
From O. M. Bogart & Co. on acc't two acceptances sent them..... ..... 4,000 00

December 2, 1880.

[p. 16] 129 Sundries. Dr. To cash acc't.
219 Loan acc't.
Am't credited Nov. 29, as from O. M. Bogart & Co., now charged back, the same having been deducted by them in settlement of 2 acceptances this day..... 4,000 00

[p. 25] 13.

129 Cash acc't. Dr. To sundries.
219 Loan acc't.
From Mrs. Mary J. Graeffe as loan on call, @ 6 %..... ..... 2,000 00

[p. 26] 16.

129 Cash acc't. Dr. To sundries.
219 Loan acc't.
From O. M. Bogart & Co. as loan on two acceptances sent them..... ..... 4,000 00

[p. 32] 24.

130 Sundries. Dr. To cash acc't.
219 Loan acc't.
Am't credited to this acc't Dec. 16th, as from O. M. Bogart & Co., now charg'd back this date, the same having been deducted by them in settlement of two acceptances as above..... 4,000 00

31.

[p. 38] 313 Interest acc't. Dr..... 2,128 01
219 To loan acc't.
For int. on $68,255.85 from July 1, 184 d's, @ 6 %..... $2,093 18
For int. on $3,500.00 from Nov. 11, 50 d's, @ 6 %..... 29 16
For int. on $2,000.00 from Dec. 14, 17 d's, @ 6 %..... 5 67
..... 2,128 01

279 February 10, 1881.

[p. 62] 131 Cash acc't. Dr. To sundries.
219 Loan acc't.
From O. M. Bogart & Co. on acc't of two acceptances sold them..... ..... 5,000 00

[p. 63] February 11.

131 Sundries. Dr. To cash acc't.
219 Loan acc't.
Am't credited to this acc't Jan'y 10th, as from O. M. Bogart & Co. now charged back, the same having been deducted by them in settlement of two acceptances sold them.. 5,000 00

14.

[p. 67] 131 Sundries. Dr. To cash acc't.
Loan acc't.
Returned Mrs. Mary J. Graeffe amount borrowed Dec'r 14, '80..... 2,000 00

19.

[p. 70]	131	Sundries.	Dr.	To cash acc't.		
	219	Loan acc't.				
		Repaid Mrs. Mary J. Graeffe amount borrowed Nov. 11, '80.....			3,500 00	

24.

[p. 72]	132	Sundries.	Dr.	To cash acc't.		
	219	Loan acc't.				
		Paid Mrs. Mary J. Graeffe amounts borrowed Oct. 2d and 20th, 1877.....			4,000 00	

26.

[p. 73]	132	Cash acc't.	Dr.		1,500 09	
	219			To loan acc't.		
		Received from Mrs. Mary J. Graeffe loan on call @ 6% per ann			.....	1,500 00

The two following entries are out of order (see *ante*); both are properly in place in books.

[p. 283]	13	February 25, 1880.				
	152	Cash acc't.	Dr.	To sundries.		
	218	Loan acc't.				
		Mrs. Mary J. Graeffe.....			.....	6,000 00

[p. 9]		November 24.				
	129	Sundries.	Dr.	To cash acc't.		
	219	Loan acc't.				
		Check to Mrs. Carrie L. Garner Scott for am't borrowed May 24, '80.....			1,000 00	

278 *Journal No. 3.*

(See at end for entry at p. 9 of omitted item of $1,000.)

[p. 12] November 29, 1880.

129	Cash acc't.	Dr.	To sundries.	
219	Loan acc't.			
	From O. M. Bogart & Co. on acc't two acceptances sent them	.....		4,000 00

December 2, 1880.

[p. 16]

129	Sundries.	Dr.	To cash acc't.	
219	Loan acc't.			
	Am't credited Nov. 29, as from O. M. Bogart & Co., now charged back, the same having been deducted by them in settlement of 2 acceptances this day	4,000 00		

[p. 25] 13.

129	Cash acc't.	Dr.	To sundries.	
219	Loan acc't.			
	From Mrs. Mary J. Graeffe as loan on call, @ 6 %	.....		2,000 00

[p. 26] 16.

129	Cash acc't.	Dr.	To sundries.	
219	Loan acc't.			
	From O. M. Bogart & Co. as loan on two acceptances sent them	.....		4,000 00

[p. 32] 24.

130	Sundries.	Dr.	To cash acc't.	
219	Loan acc't.			
	Am't credited to this acc't Dec. 16th, as from O. M. Bogart & Co., now charg'd back this date, the same having been deducted by them in settlement of two acceptances as above	4,000 00		

31.

[p. 38]

313	Interest acc't.	Dr.	2,128 01	
219	To loan acc't.			
	For int. on $68,255.85 from July 1, 184 d's, @ 6 %	$2,093 18		
	For int. on $3,500.00 from Nov. 11, 50 d's, @ 6 %	29 16		
	For int. on $2,000.00 from Dec. 14, 17 d's, @ 6 %	5 67		
			.....	2,128 01

279 February 10, 1881.

[p. 62]

131	Cash acc't.	Dr.	To sundries.	
219	Loan acc't.			
	From O. M. Bogart & Co. on acc't of two acceptances sold them	.....		5,000 00

[p. 63] February 11.

131	Sundries.	Dr.	To cash acc't.	
219	Loan acc't.			
	Am't credited to this acc't Jan'y 10th, as from O. M. Bogart & Co. now charged back, the same having been deducted by them in settlement of two acceptances sold them	5,000 00		

14.

[p. 67]

131	Sundries.	Dr.	To cash acc't.	
	Loan acc't.			
	Returned Mrs. Mary J. Graeffe amount borrowed Dec'r 14, '80	2,000 00		

19.

[p. 70]	131	Sundries.	Dr.	To cash acc't.	
	219	Loan acc't.			
		Repaid Mrs. Mary J. Graeffe amount borrowed Nov. 11, '80.....		3,500 00	

24.

[p. 72]	132	Sundries.	Dr.	To cash acc't.	
	219	Loan acc't.			
		Paid Mrs. Mary J. Graeffe amounts borrowed Oct. 2d and 20th, 1877.....		4,000 00	

26.

[p. 73]	132	Cash acc't.	Dr.	1,500 00	
	219		To loan acc't.		
		Received from Mrs. Mary J. Graeffe loan on call @ 6% per ann		.....	1,500 00

The two following entries are out of order (see *ante*); both are properly in place in books.

[p. 283]	13	February 25, 1880.			
	152	Cash acc't.	Dr.	To sundries.	
	218	Loan acc't.			
		Mrs. Mary J. Graeffe.....		.....	6,000 00

[p. 9]		November 24.			
	129	Sundries.	Dr.	To cash acc't.	
	219	Loan acc't.			
		Check to Mrs. Carrie L. Garner Scott for am't borrowed May 24, '80.....		1,000 00	

280 200 N. Y. 6.

DR. *A. J. Graeffe, Stock Account.* CR.

Dec. 31, 1877, to Jan. 1, 1881—Ledger and Journal.

1877.					1877.		
December	31.	To A. J. Graeffe pers. acc't	172	3,885 00	Dec. 31.	By Graeffe & Shaw in /liq	171	21,408 34
"	"	" expense acc't	"	3,525 56	" "	" loan acc't	"	12,651 93
"	"	" balance	"	43,142 32	" "	" stock "	"	999 95
					" "	" mdse. "	172	1,513 87
					" "	" comm. "	"	13,196 16
					" "	" ints. "	"	791 63
				50,552 88				50,552 88
1877.					1878.			
December	31.	To Graeffe & Shaw in /liq	172	194 27	January	1.	By balance		843,142 32
1878.					June	29.	" A. J. Graeffe pers. acc't	302	11,035 00
June	29.	" profit & loss	303	7,928 01					
"	"	" balance on new acc't		46,055 04					
				54,177 32					54,177 32
1879.					1878.				
January	1.	To balance on new acc't		53,476 07	July	1.	By balance		46,055 04
					"	"	" stock acc't	304	1,821 81
					"	6.	" cash	305	326 63
					Dec'r	31.	" Graeffe & Shaw in /liq		127 77
					"	"	" profit & loss acc't		5,144 82
281				53,476 07					53,576 07
1879.					1879.				
January	1.	To stock acc't	478	85 00	January	1.	By balance		53,476 07
June	30.	" profit & loss	98	34,941 54	"	"	" stock acc't	478	1,994 58
July	1.	" balance on new acc't		20,444 11					
				55,470 65					55,470 65

1879.							1879.			
Dec'r	31.	To	A. J. Graeffe pers. acc't	250	30,028	15	July	1.	By balance	20,444 11
"	"	"	balance		21,509	67	"	"	" stock acc't	98 22,665 50
					51,537	82	Dec.	31.	" profit & loss ac.	250 8,428 21
										51,537 82
1880.							1880.			
June	30.	To	A. J. Graeffe pers. acc't	360	11,338	76	Jan'y	1.	By balance	" 21,509 67
"	"	"	profit & loss ac	"	1,102	09				
"	"	"	balance	"	9,068	82				
					21,509	67				" 21,509 67
1880.							1880.			
Dec'r	31.	To	A. J. Graeffe pers. acc't	39	11,227	25	July	1.	By balance	" 9,068 82
"	"	"	P. & L	"	14	77	Dec'r	31.	" "	" 2,173 20
					11,242	02			"	" 11,242 02
1881.										
Jan'y	1.	To	balance	"	2,173	20				

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[98] June, 1879.

30	200	A. J. Graeffe stock acc't		34,941	54
	216	To profit & loss.			
	"				34,941 54
		Transfer.			
	252	Stock acc't		22,665	50
	200	To A. J. Graeffe stock acc't.			
	"	Merchandise 1st July, '79, on hand belonging to me			22,665 50

[250] December 31st, 1879.

	200	A. J. Graeffe stock acc't Dr		30,028	15
	211	To A. J. Graeffe.			
	"	For balance of his personal ac. transf'd			30,028 15
	216	Profit & loss Dr		8,428	21
	200	To A. J. Graeffe stock ac.			
	"	For balance of that ac. transf'd, being the profit of my business for past 6 mos.			8,428 21

[360] June 30th, 1880.

	200	A. J. Graeffe's stock ac. Dr		11,338	76
	212	To A. J. Graeffe.			
	"	For balance of his personal ac. transf'd			11,338 76
	200	A. J. Graeffe stock ac. Dr		1,102	09
	216	To profit & loss.			
	"	For balance of that ac. transf'd			1,102 09

283 New York, December 31st, 1880.

[39]	200	A. J. Graeffe stock ac		11,227	25
	"	Dr.			
	213	To A. J. Graeffe.			
	"	For balance of ac. transf'd			11,227 25
	200	A. J. Graeffe stock ac.			
	"	Dr.		14	77
	216	To profit & loss.			
	"	For balance of ac. transf'd			14 77

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DR. *Trial Balance from Ledger of A. J. Graeffe.* CR.

15	Butler, Clapp & Co	229	14	66	J. H. Warner	187	18
37	Carson, Pine, Scott & Co.	46	83	"	J. Q. Preble & Co	4	50
38	Walter Fletcher	15	00	"	Herring & Co	6	00
66	Colladay, Trout & Co.	3	34	"	Joseph Schader	6	85
70	Jas. P. Farrell	351	50	"	N.Y. Gaslight Co.	3	37
73	John V. Farwell & Co.	3	77	"	Brower Brothers	7	53
78	Hirsch & Co.	289	25	94	E. S. Jaffray & Co.	3	32
88	Hazen, Todds & Co.	213	75	96	Kayne, Spring, Dale & Co.	6	88
"	W. T. Calvert	2	45	124	Dale, Dutcher & Co.	9	17
100	Merchandise ac.	44,763	66	206	C. G. Shaw	2,404	48
115	American Mills Co	10,151	28	219	Loan ac.	67,883	86
132	Cash	1,004	07	289	Commission ac.	4,884	84
163	H. T. Simon & Morse	184	88	296	Bills payable	91,100	40
181	J. C. Schrader & Co.	48,614	38	371	Patrick Brady	383	06
200	A. J. Graeffe, stock ac.	2,173	20	486	L. Passano & Sons	2	24
214	A. J. Graeffe	3,035	59	504	Hogg, Brown & Taylor	9	50
220	Expense ac.	2,578	44	508	Jackson, Mandell & Daniel	19	71
244	Store-fixture ac.	635	84	546	Chase & Cabot	13	50
293	Insurance ac.	126	87	547	Ely, James & Co.	2	38
294	Real estate, Warwick, R. I.	45,995	53	"	S. C. Davis & Co.	19	76
301	Cartage ac	37	00	550	J. S. Brittain & Co.	34	71
313	Interest ac.	673	48				

DR. *Trial Balance from Ledger of A. J. Graeffe*—Continued. CR.

322	Bills receivable	143 40	562	Louis Stix & Co	2 91
388	J. Pollock & Co.	6 55	623	Cowan, McClung & Co.	4 62
392	Le Grand & Co.	4 13			
"	Pollak & Co.	273 35			
397	Feist, Frank & Co.	471 50			
398	Stiefel, Schweitzer & Co.	1 19			
412	Suspense ac.	321 49			
422	S. Waxelbaum & Bro.	9 37			
429	Gray & O'Brien	11 25			
433	Isaac Lesem & Bros.	176 85			
445	Evans, McDonald & Co.	19 00			
448	Hill, Fletcher & Co.	3 99			
456	Marshall, Field & Co.	209 25			
458	Trabue, Davis & Co.	68			
464	Kaye, Fletcher & Co.	2 78			
476	Wm. Devries & Co.	2 84			
"	Henry Maslin & Co.	40			
525	I. Weil & Brother	2 66			
543	A. Frank & Sons	1,778 98			
545	R. L. McDonald & Co.	374 07			
552	Ely, Walker & Co.	215 18			
562	Haas & Weiss	11 33			
567	K. Hirschman	4 19			
569	Brigel Brothers	36 79			
590	McAlpin, Polk & Co.	470 82			
592	John Shillito & Co.	699 83			
601	J. S. Fairly & Co.	6 70			
604	Morris Bear & Bros.	143 45			
606	B. Lowenstein & Bros.	7 12			
618	A. Marks & Bro.	411 61			
622	D. Weil & Co.	39 88			
629	L. H. Blair & Co.	2 47			
		166,982 35			167,009 77

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DR. *A. J. Graeffe Priv. Acc't.* CR.

		1877.				
		December 31.	By A. J. Graeffe stock ac't	172		3,885 00
						3,885 00
		1878.				
		February 9.	By cash	190		2,500 00
		" 11.	"	"		2,000 00
		" 23.	"	198		2,415 00
		" 28.	"	200		2,500 00
		March 2.	"	263		1,320 00
		" 4.	"	"		300 00
		May 6.	"	261		2,500 00
		June 29.	By profit and loss	363		11,382 10
						24,917 10
		1878.				
		December 31.	By profit and loss	479		8,832 91
						8,832 91

Dr. *A. J. Graeffe Priv. Acc't*—Continued. Cr.

	1879.					
	March	11.	By cash		34	600 00
	June	30.	" profit and loss		98	18,767 89
						19,367 89
	1879.					
	July	8.	By cash		101	1,261 00
	Nov.	10.	"		187	2,750 00
	"	11.	"		189	2,387 50
	Dec.	2.	By sundries		214	240 00
			To folio 211			6,638 50
286	1879.					
	Dec.	13.	By am't from fol.		210	6,638 50
	"	31.	" A. J. Graeffe stock acc't		250	30,028 15
						36,666 65
	1880.					
	May	1.	By sundries		325	4,000 00
	"	"	"		"	500 00
	"	"	"		"	59 60
			To folio 212			4,559 60
	1880.					
	May	12.	By am't from folio		211	4,559 60
	"	24.	" cash		338	1,200 00
	June	30.	" s'd's		359	6,250 00
	"	"	" A. J. Graeffe stock ac		360	11,338 76
						23,348 36
	1880.					
	Oct.	12.	By cash		439	150 00
	Dec.	31.	" A. J. Graeffe stock ac		39	11,227 25
						11,377 25
	1881.					
	Feb'y	28.	By sundries		74	250 00

287

[34] March, 1879.

12	243	Cash account to sundries.		
	209	To A. J. Graeffe, pers. acc't.		
		Check No. 3565, ret'd by Mrs. C. L. G. Scott		600 00

[98] June, 1879.

30	216	Profit and loss account to sundries.		
	209	To A. J. Graeffe, pers. acc't.		
		Balance		18,767 89

[101] July, 1879.

8	380	Cash account to sundries.		
	210	To A. J. Graeffe pers. acc't.		
		Amount of my check c. of Brown Bros. & Co.	2,500 00	
		Am't of check of Brown Bros. & Co. to my order for balance of credit not used	1,239 00	
				1,261 00

[187] November 10, 1879.

384 Cash acc't. Dr. to sundries.
210 A. J. Graeffe.
Check from G. W. Ballou & Co. 2,750 00

[189] November 11, 1879.

385 Cash. Dr. to sundries.
210 A. J. Graeffe.
Check of G. W. Ballou & Co. 2,387 50

[214] December 2, 1879.

336 J. C. Schrader & Co. Dr. 240 00
210 To A. J. Graeffe.
For am't check July 15, '79, to order of J. Monroe & Co. for J. Claude Frères of Paris, to pay for sample shawls, now transferred to date, and draw interest from July 15th. 240 00

[250] December 31, 1879.

209 A. J. Graeffe stock acc't. Dr. 30,028 15
211 To A. J. Graeffe.
For balance of his personal ac. transf'd. 30,028 15

288 May 1st, 1880.

[325] 294 Real estate in Warwick, R. I. 4,000 00
211 To A. J. Graeffe.
For the following amounts paid on acc't of purchase of that property and charged to my personal acct now transf'd.
Advance payment on acc't. $100 00
March 16. Check to R. W. Husted, agent of the estate of R. G. Howland, dec'd. 3,900 00
..... 4,000 00

294 Real estate in Warwick, R. I. Dr. 500 00
211 To A. J. Graeffe.
For am't of two checks given March 23 & April 1st to Mary Clapp in payment of plot of ground with fountain, such checks having been charged at their respective dates to my personal acc't, are now transf'd. 500 00

294 Real estate in Warwick, R. I. Dr. 59 60
211 To A. J. Graeffe.
For am't paid Cook & Van Slyck, Providence, for searching title, and charged to my personal acc't April 16th, now transferred. 59 60

[338] May 24th, 1880.

154 Cash acc't. Dr. To sundries.
212 A. J. Graeffe.
Check #3947 on Fourth Nat'l bank, drawn March 23, '80, not used, cancel'd, and now credited back 1,200 00

[359] June 30th, 1880.

294 Real est. in Warwick, R. I. Dr. 6,250 00
212 To A. J. Graeffe.
For sundry amounts paid & charged to my private acc't at dates as below, which am'ts having been expended principally, if not wholly, in improvements to that property, and for which no acc't has as yet been received, are now transferred previous to closing my books. They are as follows:

289		May 12. Check own order	$1,850 00		
		" 18. " to J. C. Schrader, ag't	300 00		
		" 25. Check to Dutie Arnold	100 00		
		" " " " do.	1,200 00		
		June 4. " " J. C. Schrader, ag't	400 00		
		" 16. Check to J. C. Schrader, ag't	1,600 00		
		" 23. Check to J. C. Schrader, ag't	800 00		
				.....	6,250 00

June 30th, 1880.

[360]	200	A. J. Graeffe stock acc't. Dr.		11,338 76	
	212	To A. J. Graeffe. For balance of his personal acc't transf'd		.....	11,338 76

[439] October 12th, 1880.

	171	Cash acc't. Dr. To sundries.			
		A. J. Graeffe. Received from him		.....	150 00

[29] New York, December 31st, 1880.

	200	A. J. Graeffe stock acc't. Dr.		11,227 25	
	213	To A. J. Graeffe. For balance of acc't transf'd		.....	11,227 25

[74] New York, February 28th, 1881.

	412	Suspense acc't. Dr.		250 00	
	214	To A. J. Graeffe. For am't of a check received 2d inst. from W. H. Garner, and credited to suspense acc't temporarily, now transf'd		.....	250 00

200 319

N. Y. 9.

Dr. *Bills-payable Acc't.* Cr.

1879.						1879.						
Nov.	5.	To am't from folio		318	$347,753 30	Nov.	5.	By am't from folio		318	$367,253 39
"	8.	" sundries	2083	186	4,000 00	"	8.	" J. C. Schrader & Co.	2083	186	4,000 00
"	20.	" "	2085	202	3,000 00	"	20.	" J. C. Schrader & Co.	2083	199	4,000 00
"	22.	" "	2086	"	2,000 00	"	"	" J. P. Murphy.	2084	200	2,000 00
"	"	"				"	22.	" J. C. Schrader & Co.	2085	202	3,000 00
Dec.	1.	" cash	2078	214	3,000 00	"	22.	" J. C. Schrader & Co.	2086	"	2,000 00
"	4.	" "	2079	218	4,000 00	"	"	" J. C. Schrader & Co.	2087	221	5,000 00
"	6.	" "	2081	221	2,500 00	Dec.	8.	" J. C. Schrader & Co.	2088	240	5,000 00
"	24.	" "	2080	238	5,000 00	"	26.	" J. C. Schrader & Co.	2085	241	3,000 00
"	26.	" sundries	2088	240	5,000 00	"	27.	" sundries	2086	243	2,000 00
"	31.	" balance			21,000 00	"	29.	" "			
					$397,253 30						$397,253 30
1880.						1880.						
Jan.	12.	To sundries	2090	258	5,000 00	Jan.	1.	By J. C. Schrader & Co.	2082	"	5,000 00
"	23.	" "	2091	266	4,000 00	"	"	" J. C. Schrader & Co.	2083	"	4,000 00
"	"	"	2092	267	3,000 00	"	"	" J. P. Murphy.	2084	"	2,000 00
Feb'y	9.	" cash	2082	275	5,000 00	"	"	" J. C. Schrader & Co.	2085	"	3,000 00
"	10.	" sundries	2093	276	5,000 00	"	"	" J. C. Schrader & Co.	2086	"	2,000 00
"	18.	" cash	2084	281	2,000 00	"	"	" J. C. Schrader & Co.	2087	"	5,000 00
"	24.	" sundries	2094	283	5,000 00	"	8.	" J. C. Schrader & Co.	2089	256	5,000 00
"	25.	" "	2095	285	2,000 00	"	12.	" J. C. Schrader & Co.	2090	258	5,000 00
"	26.	" "	2096	291	1,000 00	"	14.	" sundries	2088	259	5,000 00
March	5.	" "	2083	292	4,000 00	"	26.	" J. C. Schrader & Co.	2091	267	4,000 00
"	9.	" "	2093	294	1,500 00	"	26.	" J. C. Schrader & Co.	2092	"	3,000 00
"	11.	" "	2097	295	4,000 00	"	30.	" sundries	2090	269	5,000 00
"	15.	" "	2098	296	3,000 00	Feb.	10.	" J. C. Schrader & Co.	2093	276	5,000 00
"	16.	" "	2085	299	3,000 00	"	11.	" sundries	2091	"	4,000 00
"	25.	" cash	2099	301	2,500 00	"	"	" "	2092	277	3,000 00
"	25.	" sundries	2086	303	2,000 00	"	24.	" J. C. Schrader & Co.	2094	283	5,000 00
"	27.	" cash	2100	307	2,500 00	"	26.	" " "	2095	285	2,000 00
April	1.	" sundries	2101	308	2,500 00	"	28.	" sundries	2094	"	5,000 00
"	2.	" "	2087	312	5,000 00	March	4.	" " "	2093	290	5,000 00
"	9.	" cash	2103	316	1,000 00	"	"	" "	2095	"	2,000 00
"	17.	" "									

Dr. *Bills-payable Acc't*—Continued. Cr.

April	22.	To sundries		2103	318	2,000 00	March	5.	By J. C. Schrader & Co.	2066	291	2,500 00
							"	15.	" J. C. Schrader & Co.	2067	296	4,000 00
							"	16.	" " "	2068	297	5,000 00
							"	20.	" sundries	2096	298	2,500 00
							"	22.	" "	2097	299	4,000 00
							"	25.	" J. C. Schrader & Co.	2099	304	2,500 00
							April	1.	" sundries	2099	307	2,500 00
							"	"	" J. C. Schrader & Co.	2100	308	2,500 00
							"	2.	" J. C. Schrader & Co.	2101	"	2,500 00
							"	12.	" J. C. Schrader & Co.	2102	313	5,000 00
							"	22.	" J. C. Schrader & Co.	2103	318	2,000 00
			291	320		65,000 00						115,000 00
1880.							1880.					
April	22.	To an't from folio			319	65,000 00	April	22.	By an't from folio		319	115,000 00
"	27.	" cash		2088	322	5,000 00	"	24.	" sundries	2104	320	2,500 00
May	6.	" "		2105	328	2,000 00	"	"	" "	2106	"	3,000 00
"	8.	" "		2089	329	5,000 00	"	28.	" J. C. Schrader & Co.	2104	322	5,000 00
"	11.	" sundries		2105	331	1,000 00	May	5.	" sundries	2098	327	3,000 00
"	14.	" cash		2107	333	1,000 00	"	"	" "	2100	"	2,500 00
"	15.	" "		2090	334	5,000 00	"	7.	" J. C. Schrader & Co.	2105	331	3,000 00
"	18.	" sundries		2107	335	2,000 00	"	10.	" " "	2106	332	5,000 00
"	26.	" "		2108	339	2,500 00	"	14.	" sundries	2105	"	3,000 00
"	29.	" cash		2091	341	4,000 00	"	18.	" J. C. Schrader & Co.	2107	335	3,000 00
"	29.	" "		2092	"	3,000 00	"	22.	" sundries	2107	337	3,000 00
"	31.	" J. C. Schrader & Co.		2109	342	3,000 00	"	26.	" J. C. Schrader & Co.	2108	339	2,500 00
June	1.	" sundries		2109	344	3,000 00	"	"	" " "	2109	"	3,000 00
"	7.	" "		2111	347	2,500 00	June	1.	" " "	2109	344	3,000 00
"	"	" "		2112	"	3,000 00	"	3.	" " "	2110	345	1,500 00
"	12.	" cash		2093	350	5,000 00	"	7.	" sundries	2108	346	2,500 00
"	14.	" sundries		2113	351	3,000 00	"	"	" J. C. Schrader & Co.	2111	347	2,500 00
"	19.	" "		2115	353	3,000 00	"	"	" " "	2112	"	3,000 00
"	26.	" cash		2094	356	5,000 00	"	8.	" sundries	2109	348	3,000 00
"	29.	" "		2095	357	2,000 00	"	14.	" "	2111	350	2,500 00
July	6.	" sundries		2119	363	2,500 00	"	"	" "	2112	"	3,000 00

"	7.	" cash	2096	364	2,500 00		
"	17.	" cash	2097	370	4,000 00		
"	19.	" "	2098	"	3,000 00		
"	24.	" "	2099	372	2,500 00		
"	28.	" sundries	2122	374	2,500 00		
Aug.	4.	" cash	2100	379	2,500 00		
"	9.	" "	2101	382	2,500 00		
"	"	" sundries	2126	"	2,500 00		
"	14.	" cash	2102	386	5,000 00		
		To folio		321	154,500 00		

"	"	" J. C. Schrader & Co	2113	351	3,000 00		
"	"	" sundries	2113	"	3,000 00		
"	17.	" J. C. Schrader & Co	2115	352	3,000 00		
"	22.	" sundries	2115	354	3,000 00		
"	24.	" "	2116	355	4,000 00		
"	28.	" "	2117	356	3,000 00		
July	2.	" "	2118	362	3,000 00		
"	6.	" "	2119	363	2,500 00		
"	"	" J. C. Schrader & Co	2119	364	2,500 00		
"	9.	" " "	2120	370	5,000 00		
"	15.	" sundries	2122	368	2,500 00		
"	17.	" "	2121	369	3,000 00		
"	26.	" "	2124	373	3,000 00		
"	28.	" J. C. Schrader & Co	2122	374	2,500 00		
Aug	3.	" sundries	2127	377	2,500 00		
"	5.	" "	2125	376	3,000 00		
"	7.	" "	2126	380	2,500 00		
"	9.	" J. C. Schrader & Co	2126	382	2,500 00		
"	12.	" sundries	2128	384	3,000 00		
"	"	" "	2129	385	3,000 00		
"	18.	" "	2131	387	2,500 00		
		To folio		321	244,903 39		

292 321

1880.

Aug.	18.	To am't from folio		320	154,500 00		
"	20.	" cash	2103	390	3,000 00		
"	28.	" "	2104	395	5,000 00		
Sept.	4.	" "	1	400	1,500 00		
"	10.	" "	2105	403	3,000 00		
"	11.	" "	1	405	500 00		
"	13.	" "	2106	407	5,000 00		
"	14.	" sundries	1	408	1,500 00		
"	17.	" cash	2107	410	3,000 00		
Oct.	2.	" sundries	2	427	2,500 00		
"	4.	" cash	2108	428	2,500 00		
"	5.	" "	2110	429	1,903 39		
"	6.	" "	2109	431	3,000 00		

1880.

Aug.	18.	By am't from folio		320	234,903 39		
"	"	" J. C. Schrader & Co	2134	388	5,000 00		
"	20.	" sundries	2132	390	2,500 00		
"	26.	" "	2135	396	3,000 00		
Sept.	1.	" "	2133	398	3,000 00		
"	2.	" "	2130	399	3,000 00		
"	8.	" "	2138	402	3,000 00		
"	9.	" "	2148	403	5,000 00		
"	14.	" American Mills Co	1	408	3,500 00		
"	"	" " "	2	427	2,500 00		
Oct.	2.	" sundries	2139	435	3,000 00		
"	"	" "	2141	"	3,000 00		
"	12.	" American Mills Co	4	440	4,000 00		

DR. *Bills payable Acc't*—Continued. CR.

Oct.	9.	To cash		2112	435	3,000 00	Oct.	12.	By American Mills Co.		5	440	2,000 00
"	11.	" "		2111	437	2,500 00	"	15.	" sundries		2	443	2,500 00
"	13.	" "		2113	442	3,000 00	"	"	" "		3	444	3,500 00
"	18.	" "		2115	448	3,000 00	"	28.	" American Mills Co.		6	461	2,000 00
"	22.	" "		2116	453	4,000 00	"	"	" " "		7	"	2,500 00
"	25.	" "		2117	455	3,000 00	Nov.	4.	" sundries		6	470	2,000 00
"	28.	" sundries		6	461	2,000 00	"	"	" "		7	"	2,500 00
"	"	" " "		7	"	2,500 00	"	10.	" American Mills Co.		8	476	2,500 00
"	30.	" cash		2118	463	3,000 00	"	"	" " "		9	477	3,100 49
Nov.	1.	" "		2119	467	2,500 00	"	"	" " "		10	"	2,500 00
"	19.	" "		2120	476	5,000 00	"	"	" " "		12	"	2,500 00
"	"	" sundries		12	477	2,500 00	"	"	" Joseph P. Murphy			"	1,892 65
"	"	" "		10	"	2,500 00	"	12.	" sundries		12	480	2,500 00
"	12.	" cash		2121	480	3,000 00	"	"	" American Mills Co.		2160	"	2,000 00
"	16.	" "		2122	2	2,500 00	"	"	" "		2161	1	2,000 00
"	19.	" sundries		8	5	2,500 00	"	18.	" sundries		2162	3	3,000 00
"	26.	" cash		2124	10	3,000 00	"	23.	" "		8	8	2,500 00
"	"	" sundries		2162	"	3,000 00	"	"	" "		2163	"	2,500 00
"	29.	" cash		2125	12	3,000 00	"	26.	" American Mills Co.		2162	11	3,000 00
Dec.	2.	" "		2126	16	2,500 00	Dec.	1.	" sundries		2165	15	3,500 00
"	"	" sundries		2163	17	2,500 00	"	2.	" "		10	16	2,500 00
"	3.	" cash		2127	"	2,500 00	"	"	" "		2164	"	2,500 00
"	"	" sundries		2164	18	2,500 00	"	"	" "		2163	17	2,500 00
"	11.	" cash		2128	23	3,000 00	"	6.	" American Mills Co.		2164	19	2,500 00
"	"	" American Mills Co.		2169	24	3,000 00	"	8.	" " "		2168	21	2,500 00
"	14.	" cash		2129	25	3,000 00	"	"	" " "		2169	"	3,000 00
"	16.	" "		2139	26	3,000 00	"	10.	" sundries		2167	22	3,000 00
							"	11.	" American Mills Co.		2178	"	4,000 00
							"	17.	" sundries		2172	27	3,000 00
		To folio			296	264,403 39			To folio			296	351,395 85
293 & 294		321											
1880.							1880.						
Dec.	17.	To am't from folio			321	264,403 39	Dec.	17.	By am't from folio			321	351,395 85
"	18.	" cash		2131	28	2,500 00	"	18.	" American Mills Co.		2173	28	3,000 00

"	20.	"	"	2134	29	5,000	00
"	21.	"	"	2132	30	2,500	00
"	23.	"	"	2133	31	3,000	00
"	24.	"	"	2135	32	3,000	00
"	31.	"	"	2148	35	5,000	00
"	"	"	"	2138	"	3,000	00
"	"	"	balance			84,992	46
						373,395	85

1881.

Jan.	4.	To	cash	2139	42	3,000	00
"	"	"	sundries	2176	"	2,500	00
"	8.	"	"	2141	44	3,000	00
"	19.	"	"	2171	51	2,500	00
"	22.	"	cash		52	1,892	05
Feb'y	2.	"	sundries	2180	58	3,000	00
"	5.	"	cash	2	59	2,500	00
"	7.	"	sundries	2190	60	2,988	36
"	11.	"	"	2183	64	3,000	00
"	12.	"	cash	3	65	3,500	00
"	14.	"	"	4	66	4,000	00
"	"	"	"	2185	67	1,000	00
"	15.	"	"	5	"	2,000	00
"	28.	"	"	6	74	2,000	00
"	"	"	"	2179	"	2,000	00
"	22.	"	sundries	2174	30	3,000	00
"	24.	"	"	2170	31	3,000	00
"	"	"	"	2171	32	2,500	00
"	27.	"	"	2175	33	3,000	00
"	31.	"	"	2176	34	2,500	00
"	31.	"	"	2177	35	3,000	00
						373,395	85

1881.

Jan.	1.	By	balance			84,992	46
"	4.	"	American Mills Co	2176	42	2,500	00
"	14.	"	sundries	2180	47	3,000	00
"	15.	"	"	2181	48	3,000	00
"	19.	"	American Mills Co	2171	50	2,500	00
"	26.	"	sundries	2182	54	3,000	00
"	28.	"	American Mills Co	2187	55	2,500	00
"	"	"	American Mills Co	2188	"	3,500	00
"	"	"	" " "	2190	"	2,988	36
Feb'y	2.	"	" " "	2180	58	3,000	00
"	11.	"	sundries	2183	63	3,000	00
"	"	"	"	2185	"	3,000	00
"	"	"	American Mills Co	2183	64	3,000	00
"	19.	"	" " "	2191	68	1,000	00
"	"	"	sundries	2186	"	3,000	00
"	25.	"	American Mills Co	2185	72	1,000	00
"	26.	"	" " "	2192	73	2,000	00
"	"	"	" " "	2193	"	1,000	00

1873.					1873.		
Oct. 31.	To Peake, O. & Co.	J. 93	$383 85	Dec. 31.	By mdse. ac	J. 124	$125 00
Dec. 31.	" A. J. Graeffe	J. 124	62 50	1874.			
" "	" C. G. Shaw, Jr.	"	62 50	Sept. 17.	" cash ac	J. 262	1 00
1874.				Dec. 31.	" sundries	352	662 64
Feb. 28.	" Diggs, C. & Co.	J. 146	37 88	" "	" new ac	"	383 85
June 1.	" D. A. Stewart	J. 197	25 50				
Oct. 14.	" Chauncey Ladd	288	600 26				
			$1,172 49				$1,172 49
1875.				1876.			
Jan'y 1.	" P. & L. ac	352	$383 85	Jan. 31.	By balance		$601 35
June 22.	" Siegel Bernhard	39	217 50				
			$601 35				$601 35
1876.							
Jan'y 31.	To balance		$601 35				
296							
1876.				1877.			
Feb. 1.	To balance from ledger	1	$601 35	July 1.	By A. J. Graeffe	130	$1,220 88½
1877.				" "	" C. G. Shaw	"	1,220 88½
May 18.	" Barbour, Stedman & H	84	634 57				
" 31.	" Cochran, McLean & Co.	95	66 74				
" "	" S. Epstein	"	915 35				
June 18.	" Rothschild & Heyman	106	53 76				
July 1.	" loan ac	129	170 00				
			$2,441 77				$2,441 77
Nov. 1.	" sundries	134	$220 69	Nov. 1.	" A. J. Graeffe	135	$115 32½
" "	" "	"	9 96	" "	" C. G. Shaw	"	115 32½
			$230 65				$230 65

Loan Account.

DR.

1873.						
Aug.	13.	To C. G. Shaw, Esq.	J.	56		874 23
Sept.	30.	" bills-pay. ac.	J.	81		5,125 77
Nov.	6.	" K. C. S. & Co.	J.	98		1,601 53
"	22.	" " "	J.	102		200 00
"	25.	" C. G. Shaw		"		360 85
"	"	" bills-rec. ac.	J.	106		402 15
Dec.	19.	" cash.	J.	114		1,200 00
"	24.	" "	J.	117		800 00
						$9,764 53
1874.						
Feb'y	20.	To cash	J.	141		$2,531 24
April	7.	" "	J.	164		400 00
"	14.	" "	J.	169		752 48
"	25.	" "	J.	173		1,012 50
May	1.	" "	J.	180		50 00
"	16.	" "	J.	189		300 00
"	18.	" "	J.	190		500 00
Aug.	13.	" "	J.	232		2,500 00
"	25.	" "	J.	241		2,500 00
Sept.	8.	" "	J.	259		4,000 00
"	18.	" "		"		3,000 00
"	19.	" "	J.	267		87 50
"	"	" "		"		1,000 00
"	24	" "	J.	269		2,500 00
Oct.	5.	" "		283		700 00
Nov.	13.	" "		314		1,000 00
Dec.	5.	" "		328		87 78
						$22,921 50

CR.

1873.						
Aug.	5.	By C. G. Shaw, Esq.	J.	55		$700 00
"	19.	" " "	J.	58		2,000 00
Sept.	1.	" " "	J.	67		2,500 00
"	30.	" sundries due 18 Dec.	J.	82		1,200 00
Oct.	4.	" C. G. Shaw	J.	85		750 00
Nov	3.	" Kibbe C. S. & Co.	J.	97		1,600 00
"	6.	" interest ac.	J.	99		1 53
"	21.	" K. C. S. & Co.	J.	103		200 00
"	25.	" interest ac.	J.	105		13 00
Dec.	24.	" K. C. S. & Co.	J.	118		800 00
						$9,764 53
1874.						
Jan'y	6.	By cash	J.	128		$2,500 00
Feb'y	20.	" interest ac.	J.	146		31 24
M'ch	11.	" cash	J.	149		1,000 00
"	28.	" "	J.	156		750 00
April	7.	" "	J.	166		50 00
"	"	" "		"		400 00
"	14.	" int. ac.	J.	179		2 48
"	25.	" "		"		12 50
May	15.	" cash	J.	186		500 00
"	"	" "	J.	187		300 00
"	25.	" "	J.	191		1,000 00
July	31.	" "	J.	220		70 19
"	21.	" "	J.	225		2,500 00
Aug.	13.	" "	J.	232		2,500 00
"	21.	" "	J.	237		3,000 00
Sept.	4.	" "	J.	252		4,000 00
"	12.	" "	J.	257		2,500 00
"	15.	" "	J.	261		1,000 00
Oct.	6.	" "		281		700 00
Dec.	5.	" "		327		87 78
"	31.	" balance				17 31
						$22,921 50

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DR. *Loan Account*—Continued. CR.

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1875.							
Jan'y	1.	To balance				$817	31
Feb.	6.	" cash		370		51	11
"	17.	" "		374		5,000	"
M'ch	24.	" "		397		500	"
"	27.	" "		400		5,000	"
April	2.	" "		405		5,000	"
"	10.	" "		410		2,500	"
"	17.	" "		415		5,000	"
May	10.	" "		7		1,500	"
"	11.	" "		10		5,000	"
"	25.	" "		19		2,400	"
June	1.	" "		28		1,000	"
"	"	" "		"		1,500	"
"	3.	" "		"		1,000	"
"	5.	" "		"		20	"
"	8.	" C. G. Shaw		30		10,000	"
"	"	" "		"		70	19
July	1.	" cash		48		500	"
Sept.	1.	" "		89		500	"
"	"	" "		"		500	"
"	9.	" "		"		3,000	"
"	14.	" "		97		1,300	"
"	15.	" "		"		3,500	"
"	30.	" "		109		2,500	"
Oct.	27.	" "		132		2,500	"
"	29.	" "		134		2,000	"
"	"	" "		"		1,300	"
"	30.	" "		140		2,000	"
Nov.	1.	" "		145		1,000	"

1875.							
Feb'y	5.	By cash		368		851	11
"	11.	" "		371		5,000	"
"	17.	" "		374		5,000	"
"	27.	" "		378		5,000	"
M'ch	5.	" "		385		5,000	"
"	9.	" "		389		5,000	"
"	11.	" "		390		5,000	"
"	23.	" "		395		500	"
"	24.	" "		397		2,400	"
April	10.	" "		410		2,500	"
May	6.	" "		5		5,000	"
"	8.	" "		"		1,500	"
"	22.	" "		17		1,000	"
"	25.	" "		19		1,500	"
June	2.	" "		26		1,000	"
"	8.	" C. G. Shaw		30		87	50
"	14.	" cash Noyes W. & Co		33		2,500	"
"	18.	" " Kibbe & Co		36		2,500	"
"	26.	" " Yard		42		500	"
July	3.	" " Yard		47		500	"
"	26.	" " Yard		56		500	"
Aug.	6.	" " Noyes W. & Co		66		3,000	"
"	11.	" " Peck & Martin		"		3,500	"
"	14.	" " Kibbe		"		2,000	"
"	16.	" " per April 17th, '75		73		7,500	"
"	19.	" " E. Yard		"		2,000	"
"	27.	" " Ed. Yard		78		1,300	"
Sept.	14.	" " Ed. Yard		96		1,300	"
Oct.	1.	" "		116		1,000	"
1876.							
Jan'y	5.	" "		184		1,200	"
"	8.	" "		185		3,000	"

1876.					
Jan'y 15.	"	"		189	70 "
" 31.	"	"		197	7,500 "
" "	"	balance			4,119 00
					$77,838 61

					$77,838 61
1876.					
Jan'y 31.	By balance				$4,110 00

299 & 300

1876.					
Feb. 7.	To cash			202	$4,200 00
May 16.	"	"		276	500 "
July 29.	"	"	W. F.	321	250 00
Aug. 19.	"	"		335	5,000 00
" "	"	"		"	1,500 00
" 31.	"	"		344	6,500 00
Oct. 24.	"	"		392	2,000 00
" 30.	"	"		394	2,500 00
Nov. 1.	"	"		404	5,000 00
" 13.	"	"		411	2,500 00
1877.					
Feb. 20.	"	sundries		33	2,500 00
May 16.	"	cash Peck & Martin		83	2,700 00
" "	"	"	do.	84	50 00
" 18.	"	"	Ed. Yard	85	3,000 00
" "	"	"	do.	"	2,000 00
June 18.	"	"	Mrs. M. J. G.	107	2,000 00
July 1.	"	"	A. J. Graeffe	129	7,899 83
					$50,099 83

1876.					
Feb'y 1.	By balance from ledger			1	$4,110 00
" 15.	"	cash		203	35 "
May 4.	"	"		264	500 "
July 6.	"	"		310	35 "
Aug. 2.	"	"	Kibbe Chaffer S. & Co.	323	5,000 "
" 8.	"	"	Noyes' Smith & Co.	328	1,500 00
" 19.	"	"	Edm. Yard, att'y	335	6,500 00
Sept. 8.	"	"	E. Yard Jr. & Co.	351	5,000 00
Oct. 12.	"	"	do.	374	2,000 00
" 25.	"	"	Kibbe Chaffer S. & Co.	392	2,500 00
Nov. 10.	"	"	E. Yard Jr. & Co.	408	2,500 00
1877.					
Feb'y 13.	"	"	Peck & Martin	27	2,500 00
M'ch 22.	"	"	W. F.	45	100 00
April 3.	"	"	Mrs. M. J. G.	53	2,500 00
" 4.	"	"	do.	"	2,500 00
" 14.	"	"	do.	59	2,000 00
" 20.	"	"	Peck & Martin	61	2,750 00
" 21.	"	"	Mrs. M. J. G.	63	1,000 00
" 28.	"	"	Edmund Yard	68	3,000 00
May 2.	"	"	do.	73	2,000 00
June 30.	"	"	M. J. Graeffe	113	300 00
July 25.	"	"	do.	121	1,500 00
July 1.	"	"	ints. acc't	129	99 83
" "	"	"	profit & loss	"	170 00
					$50,099 83

DR. *Albert J. Gracffe—Capital Stock Account.* CR.

1873.							1873.						
Jan.	15.	To C. G. Shaw, Jr.		1	$1,380	84	Jan.	15.	By sundries		1	$4,333	13
"	16.	" cash	J.	6	39	66	"	"	" R. S. & W.		"	102	90
"	21.	" "		"	10	00	"	"	" sundries	J.	8	192	47
"	22.	" "		"	2	00	"	"	" cash		"	139	88
"	23.	" "		7	2	00	June	30.	" interest ac.	J.	47	153	93
"	24.	" "		"	3	25	Dec.	31.	" " "	J.	124	166	89
"	25.	" "		"	48	00	"	"	" insurance ac.			113	54
"	28.	" "		"	4	00	"	"	" cartage ac.			149	79
"	29.	" "		"	2	00	"	"	" commission ac.			483	06
"	31.	" "		8	50	00	"	"	" interest ac.			3,277	24½
Feb.	4.	" "		9	41	75	"	"	" mdse. ac.			62	50
"	6.	" "		"	9	56							
"	8.	" "		10	82	50							
"	"	" "		"	50	00							
"	10.	" "		"	7	75							
"	11.	" "		11	11	93							
"	14.	" "		"	11	60							
"	15.	" "		12	30	00							
M'ch	1.	" "		16	67	50							
"	5.	" "		"	11	00							
"	8.	" "		17	40	00							
"	14.	" "		18	20	00							
"	15.	" "		"	35	00							
"	20.	" "		19	10	00							
"	22.	" "		"	16	50							
Ap'l	1.	" "	J.	24	121	35							
"	2.	" "		"	13	55							
"	7.	" "		25	40	00							
"	19.	" "		27	25	10							
May	1.	" "	J.	32	171	33							
"	23.	" "	J.	36	28	67							
June	2.	" "	J.	40	200	00							
"	27.	" H. B. C. & Co.	J.	45	14	00							

July	1.	"	cash	J.	49	50 00
"	7.	"	"		"	100 00
"	16.	"	"	J.	51	50 00
Aug.	2.	"	"	J.	55	50 00
"	4.	"	"		"	40 00
"	6.	"	"	J.	56	110 00
Sept.	1.	"	"	J.	67	200 00
302			Folio 2			$3,200 82
1873.		To	am't forward			$3,200 82
Sept.	18.	"	cash	J.	75	100 00
"	20.	"	" Eldridge, D. & Co.	J.	77	20 35
Oct.	1.	"	"	J.	84	200 00
"	25.	"	"	J.	88	65 00
"	31.	"	mdse. ac.	J.	92	243 55
Nov.	1.	"	check	J.	97	25 00
"	5.	"	"	J.	98	74 00
"	6.	"	"		"	25 00
"	8.	"	cash		"	76 00
"	19.	"	"	J.	102	65 00
Dec.	6.	"	"	J.	109	200 00
"	8.	"	"	J.	111	20 00
"	12.	"	"		"	12 32
"	31.	"	"	J.	120	438 88
"	"	"	expense ac.	J.	124	1,460 87
		"	balance			2,948 54½
						$9,175 33½
1874.						
Jan.	3.	To	cash	J.	128	$405 00
"	8.	"	"	J.	129	111 00
"	12.	"	"		"	46 01
"	13.	"	"	J.	130	7 00
"	15.	"	"		"	5 00
"	16.	"	"		"	4 00
"	19.	"	"		"	22 00
"	20.	"	"		"	12 00

Folio 2			$9,175 33½
By am't forward			$9,175 33½
			$9,175 33½
1874.			
Jan.	1.	By balance	$2,948 54½

Dr. *Albert J. Graeffe*—Continued. Cr.

Jan.	21.	To cash	J. 131	3 00			
"	24.	" "	"	14 29			
"	27.	" "	J. 132	22 00			
"	28.	" "	"	10 00			
"	30.	" "	J. 133	55 00			
Feb'y	2.	" "	J. 135	95 00			
"	5.	" "	"	38 90			
"	9.	" "	J. 138	30 00			
"	14.	" "	J. 139	34 75			
"	18.	" "	J. 140	9 00			
"	19.	" "	"	26 00			
"	21.	" "	J. 141	15 00			
M'ch	2.	" "	J. 147	147 00			
"	3.	" "	"	3 00			
		Folio 3		$1,114 95			$2,948 54½

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1874.		Amount brought forward		$1,114 95	1874.	Amount brought forward	$2,948 54½
M'ch	5.	To cash	J. 148	5 00			
"	6.	" "	"	39 00			
"	10.	" "	J. 149	25 00			
"	14.	" "	J. 150	35 00			
"	17.	" "	J. 151	27 00			
"	18.	" "	"	158 81			
"	25.	" "	J. 154	155 00			
"	30.	" "	J. 156	65 00			
April	11.	" H. B. Claflin & Co	J. 166	26 00			
"	16.	" cash	J. 171	25 00			
"	29.	" H. B. C. & Co	J. 175	4 50			
"	30.	" cash	J. 176	200 00			
May	2.	" "	J. 180	50 00			
"	6.	" "	J. 187	200 00			
"	11.	" "	J. 188	5 00			
"	30.	" "	J. 193	200 00			
June	1.	" "	J. 199	50 00			

"	3.	"	"	J. 200	50	00
"	17.	"	"	J. 205	1	00
"	24.	"	"	J. 208	29	00
"	25.	"	"	"	15	00
"	29.	"	"	J. 210	100	00
"	"	"	"	"	5	22
"	30.	"	"	J. 211	25	00
July	1.	"	"	J. 220	17	"
"	7.	"	"	J. 221	50	"
"	9.	"	"	J. 222	200	"
"	14.	"	"	J. 222	10	24
"	15.	"	"	J. 223	6	38
"	24.	"	"	J. 225	100	"
"	30.	"	"	"	23	60
"	31.	"	"	J. 226	339	49
Aug.	5.	"	"	J. 228	51	"
"	7.	"	"	J. 229	15	17
"	"	"	"	J. 230	5	"
"	8.	"	"	"	152	50
"	13.	"	"	J. 232	5	"
"	14.	"	"	J. 233	15	40
"	15.	"	"	J. 234	85	"
			Amount carried forward		$3,686	26

1874.			Amount brought forward		$3,686	26
Aug.	18.	To cash		J. 235	5	"
"	19.	"	"	J. 236	5	"
"	20.	"	"	J. 237	5	"
"	22.	"	"	J. 239	25	"
"	24.	"	"	J. 241	5	"
"	26.	"	"	J. 242	58	"
"	27.	"	"	J. 243	20	"
"	29.	"	"	J. 245	10	"
Sep.	1–12.	"	"	J. 257	232	"
"	16.	"	"	J. 261	16	"
"	18–22.	"	"	J. 266	25	"
"	23.	"	"	J. 269	10	"
"	24.	"	H. B. Claflin & Co	"	6	83
			Amount carried forward		$2,948	54½

1874.			Amount brought forward		$2,948	54½
Nov.	27.	By cash			50	"
Dec.	12.	"	expense acc't	332	17	49

Sep.	24.	To cash	J.	271	5	50
"	28.	" "	J.	272	30	"
Oct.	1-6.	" "		282	72	65
"	8-13.	" "		287	50	"
"	15-16.	" "		290	15	"
"	17-19.	" "		292	131	"
"	22.	" "		294	10	"
"	25.	" "		295	39	29
"	26.	" "		297	25	"
"	28.	" "		299	10	"
"	29.	" H. B. Claflin & Co.		"	14	66
"	"	" cash		300	10	"
"	31.	" "		304	25	"
Nov.	2.	" "		308	"	"
"	4.	" "		309	5	"
"	7.	" "		310	20	"
"	11-16.	" "		313	122	43
"	17.	" "		316	10	"
"	20-23.	" "		318	72	"
"	24-25.	" "		320	45	"
"	27-28.	" "		321	70	"
"	30.	" "		323	1	"
Dec.	1-5.	" "		328	85	"
"	8.	" "		330	28	"
"	10-12.	" "		333	103	50
"	14.	" "		335	13	"
305		Amount carried forward			$85,122	12
1874.		Forward from last page			$85,122	12
Dec.	15-18.	To cash		336	58	"
"	19.	" "		337	10	"
"	21.	" "		339	15	"
"	22-24.	" "		340	35	"
"	24-28.	" "		343	30	"
"	29-30.	" "		344	15	"

		Amount carried forward			$3,016	03½
1874.		Forward from last page			$3,016	03½
Dec.	31.	By interest ac.		351	206	40
"	"	" insurance ac.		"	705	78½
"	"	" cartage "		"	259	73
"	"	" interest "		"	530	27
"	"	" comn. "		"	5,360	28½
"	"	" mdise. "		"	1,804	93½

"	31.	" expense ac	345	25	"
"	"	" cash	346	10	"
"	"	" expense ac	351	2,743	56
"	"	" profit and loss	"	331	32
"	"	" balance		3,488	44
				$11,883	44

1875.						1875.		
Jan.	2–11.	To cash	356	$92	25	January 1. By balance	$3,488	44
"	12–14.	" "	358	85	"			
"	15.	" "	359	5	"			
"	16.	" "	"	10	"			
"	18–19.	" "	360	25	"			
"	22.	" "	362	5	"			
"	23.	" "	"	27	"			
"	28.	" "	366	25	"			
Feb.	1–3.	" "	367	157	43			
"	3–5.	" "	368	60	95			
"	6.	" "	370	70	"			
"	8.	" "	371	5	"			
"	10.	" "	"	10	"			
"	11.	" "	372	10	"			
"	13.	" "	"	30	50			
"	15.	" mdise	"	27	80			
"	15.	" cash	373	8	"			
"	15.	" C. G. Shaw	"	10	"			
"	17.	" cash	374	8	"			
"	18.	" "	375	7	25			
"	19.	" "	376	20	"			
"	22.	" "	"	71	"			
M'ch	1–4.	" "	384	140	"			
"	5.	" "	386	20	"			
"	6.	" "	"	20	"			
"	8.	" "	387	20	"			
"	11–12.	" "	390	40	"			
		Carried over		$1,010	18	Carried over	$3,488	44

Dr. *Albert J. Graeffe*—Continued. Cr.

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1875.								
			Brought over				$1,010	18
M'ch	13.	To	cash			391	20	"
"	15–16.	"	"			392	67	50
"	19–20.	"	"			395	30	"
"	22.	"	"			"	1	"
"	24.	"	"			397	10	"
"	25.	"	"			399	10	"
April	1–5.	"	"			405	227	"
"	8.	"	"			409	40	"
"	"	"	"			"	30	"
"	15.	"	"			413	10	40
"	17.	"	"			415	215	"
"	"	"	"			"	19	"
"	20.	"	"			418	30	"
"	23.	"	"			420	5	"
"	24.	"	"			421	250	"
May	1–8.	"	"			7	323	93
"	5.	"	"			"	58	95
"	18.	"	"			14	90	"
"	19.	"	"	taxes		"	59	32
"	29.	"	expense ac			22	3	60
"	"	"	cash			23	126	98
June	1–5.	"	"			28	252	"
"	7.	"	"			29	61	17
"	15.	"	"			36	45	"
"	17.	"	"			38	10	"
"	26.	"	"			42	39	55
"	30.	"	"			45	100	"
July	1–7.	"	"			49	225	"
"	12–14.	"	"			53	50	"
"	22–28.	"	"			58	35	"
"	31.	"	"			60	360	30
Aug.	2.	"	"			62	115	"
"	6–13.	"	"			67	239	50
"	16.	"	"	per April 17th, '75		74	7,500	"

1875.			
	Brought over	$3,488	44
April	17. By cash	7,500	"

"	16-20.	"	"		173	"
"	24-27.	"	"		70	"
Sept.	1-11.	"	"	89	345	"
"	15-18.	"	"	97	82	56
"	23 25.	"	"	109	50	"
			Carried over		$12,390	94

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1875.			Brought over		$12,390	94
Sep.	27-28.	To cash		104	59	75
"	30.	" H. B. Claflin & Co.		105	65	27
Oct.	2-9.	" cash		118	356	49
"	12-16.	" "		121	105	"
"	18.	" "		126	30	"
"	22-23.	" "		131	55	"
"	26-29.	" "		133	382	75
"	30.	" "		141	30	"
Nov.	1-3.	" "		144	60	"
"	4-12.	" "		146	273	75
"	13-22.	" "		153	130	"
"	24-27.	" "		157	135	"
"	29.	" "		160	10	"
Dec.	6.	" "		166	225	"
"	3-6.	" "		167	386	45
"	9-11.	" "		170	50	"
"	11-15.	" "		173	40	"
"	17-18.	" "		174	405	"
"	21-22.	" "		176	49	75
"	22-24.	" "		178	70	"
"	28-30.	" "		179	60	"
1876.						
Jan.	8-10.	" "		186	347	"
"	13.	" "		188	53	"
"	17.	" "		190	21	"
"	24.	" "		192	50	"
"	31.	" "		199	4,426	38
					$20,267	53

			Carried over		$10,988	44
1875.			Brought over		$10,988	44
Oct.	26.	By cash		129	25	"
1876.						
Jan'y	25.	" expense acc't		191	201	50
"	31.	" loan acc't		197	7,500	"
"	"	" interest		"	422	92
"	"	" cash		198	1,500	"
"	"	" interest		"	264	58
"	"	" insurance		"	781	87
"	"	" cartage		"	172	75
"	"	" interest		"	548	67½
"	"	" commission		"	5,796	80
"	"	" merchandise		"	990	88
"	"	" balance void		"	8,925	88½
					$29,193	41½

Dr. *Albert J. Graeffe*—Continued. Cr.

1876.					1876.		
Jan.	31.	Debit addition	$20,267	53	Jan'y 31.	Credit addition	$29,193 41½
"	"	To balance	8,925	88½			
			$29,193	41½			$29,193 41½
					Jan'y 31.	By balance	$8,925 88½

309 Dr. *Albert J. Graeffe—Stock Acc't.* Cr.

1876.						1876.			
Feb.	2.	To E. S. Jaffray & Co.	200	$18	24	Feb.	1. By balance from ledger	1	$8,925 88½
"	1–5.	" cash	202	450	"	"	1. " bills receivable	200	1,074 11
"	12.	" "	203	100	"	"	7. " cash	201	20,000 "
"	17.	" "	207	49	"				
March	2–3.	" "	216	830	40				
"	11.	" H. B. Claflin & Co.	220	60	71				
"	8.	" cash	223	60	73				
"	15.	" "	224	270	49				
"	17.	" "	228	150	"				
"	29.	" H. B. Claflin & Co.	233	8	43				
April	3–8.	" cash	242	634	72				
"	10.	" "	"	20	"				
"	12–15.	" "	246	84	"				
"	17–18.	" "	250	45	"				
"	20–22.	" "	253	50	00				
"	24.	" "	255	84	00				
"	29.	" "	260	140	"				
May	1–10.	" "	266	261	"				
"	10–11.	" "	270	160	"				
"	11–16.	" "	276	110	15				
"	18–20.	" "	280	120	"				
"	23.	" "	283	30	"				
"	26.	" "	284	20	"				

"	27.	" "	287	30	"
June	3.	" Lord & Taylor	293	86	28
"	1-21.	" cash	298	1,341	"
"	30.	" "	305	52	44
July	1-8.	" "	312	1,093	41
"	11-13.	" "	314	180	00
"	19-22.	" "	317	170	56
Aug.	1.	" "	324	550	00
"	9.	" "	329	100	00
"	17.	" "	333	100	00
"	26.	" "	338	100	00
Sept.	1-12.	" "	351	910	60
"	22.	" "	362	453	39
"	26.	" "	363	100	00
Oct.	2-3.	" "	375	993	00
"	17.	" "	385	100	00
"	30.	" "	399	200	00
Nov.	2.	" "	404	300	00
"	11.	" "	408	200	00
310		Amount brought over		$10,817	55
1876.		Brought over		$10,817	55
Nov.	14.	To cash	411	200	00
"	17-20.	" "	416	592	00
Dec.	2-5.	" "	428	736	00
"	11-14.	" "	1	1,140	00
"	18.	" "	4	150	00
"	21.	" "	6	150	00
"	28.	" "	8	125	00
"	"	" "	10	200	00
1877.					
Jan.	3-10.	" "	14	730	00
"	11-22.	" "	18	625	00
"	31.	" "	22	385	00
"	"	" sundries	24	3,795	44
"	"	Balance to new acc't	25	21,102	13½
				$40,748	12½

		Amount brought over		$29,999	99½
1876.		Brought over		$29,999	99½
Dec.	1.	By expense ac.	430	150	00
1877.					
Jan.	31.	" interest ac.	24	2,100	00
"	"	" sundries	25	8,498	13
				$40,748	12½

Dr. *Albert J. Graeffe—Stock Acc't*—Continued. Cr.

1877.							1877.				
Feb.	6-10.	To cash		29	$1,911	67	Feb.	1.	By balance from old acc't	25	$21,102 13½
"	28.	" "		37	448	00	July	"	" ints.	129	875 09
March	10.	" "		40	200	00	"	"	" loan	129	7,899 83
"	31.	" "		49	410	00	"	"	" mdse.	130	540 38
April	25.	" "		67	5	25	"	"	" comn.	"	2,739 14
"	30.	" "		69	537	50	Nov.	14.	" "	135	20 20
May	4.	" "		75	4	50					
"	8.	" "		79	150	00					
"	12.	" "		80	300	00					
"	31.	" "		93	470	00					
June	2-6.	" "		98	950	00					
"	23.	" "		109	100	00					
"	29.	" "		113	50	00					
"	30.	" "		115	431	00					
July	1.	" "		119	1,500	00					
"	"	" profit and loss ac.		130	1,220	88½					
"	"	" expense	"	"	1,646	25					
"	"	" insce.	"	"	10	57					
"	"	" cartage	"	"	142	22½					
"	"	" ints.	"	"	278	01					
"	"	" bills receivable		131	1,074	11					
Nov.	1.	" store fixture		134	218	39½					
"	"	" profit and loss		135	115	32½					
"	14.	" mdse.		"	269	38					
"	"	" ints.		"	2	78½					
"	"	" balance			20,730	83					
					$33,176	68½					$33,176 68½
311 & 312											
1877.							1877.				
Dec.	31.	To A. J. Graeffe, new firm		138	$21,408	34	Nov.	14.	By balance		$20,730 83
							Dec.	31.	" interests ac.	137	677 51
					$21,408	34					$21,408 34

1878.						
Dec.	31.	To Emery, Ivey & Lee	139	$53	81½
"	"	" mdse. ac	140	12	68½
"	"	" A. J. Graeffe, new firm	139	127	77
				$194	27

1877.				
Dec.	31.	By A. J. Graeffe, new firm	138	$194 27
				$194 27

313 & 314 Dr. *A. J. Graeffe—New Firm.* Cr.

1877.						
July	2.	To cash	119	$619	89
"	"	" Garsed Bros	"	605	75
"	25.	" cash	122		07
"	11.	" "	"	1,200	00
"	17.	" "	123	800	00
"	18.	" "	"	450	00
"	20.	" "	"	350	00
"	23.	" "	"	500	00
"	1.	" sundries	124	44,487	27
"	27.	" cash	125	114	44
Aug.	1.	" expense ac	126	170	67
"	3-8.	" cash	"	550	00
"	9.	" "	127	1,250	00
"	13.	" "	"	475	00
"	20.	" "	128	1,150	00
July	1.	" mdse. ac	129	711	67
"	"	" ins'ce ac	130	77	88
Sept.	1.	" cash	132	1,500	00
"	8.	" "	"	750	00
"	21.	" "	"	31	91
"	"	" "	"	275	00
Oct.	20.	" " H. B. Claflin & Co	133	521	20
"	24.	" " Louis Stix & Co	"	1	19
"	2.	" "	"	750	00
Nov.	1.	" " Fleishner, Mayer & Co	134	301	34
"	"	" store-fixture ac	"	415	90

1877.						
July	14.	By mdse. ac	119	$10	98
"	25.	" expense ac	"	25	31
"	"	" cash	121		65
"	25.	" "	"	10	50
Aug.	2.	" bills-payable ac	126	3,000	00
"	18.	" cash	127	2,200	00
"	15.	" expense ac	"	3	17
"	22.	" bills-payable ac	128	3,000	00
Sept.	12.	" " " ac	132	3,000	00
Nov.	14.	" Ferd. Reetz	135	420	86
"	28.	" C. G. Shaw	136	10,000	00
Dec.	31.	" A. J. Graeffe, stock ac	138	21,408	34
"	"	" C. G. Shaw, stock ac	"	17,357	54

DR. *A. J. Graeffe—New Firm*—Continued. CR.

Dec.	31.	To interests ac	138	1,479 28			
"	"	" sundries	"	443 12			
"	"	Balance new ac		455 77			
				$60,437 35			$60,437 35
1878.							
Feb. (M'ch | 20. 8).	To cash	139	$451 17	Dec.	31.	By balance	$455 77
March	28.	" "	"	259 91	1878.			
Sept.	19.	" "	"	75 60	M'ch	8.	" mdse. ac	139 20 79
					Dec.	31.	" A. J. Graeffe, stock ac	" 127 77
					"	"	" " " "	140 182 35
				$786 68				$786 68

315 COMP'TS' N. Y. "D."

DR. *A. J. Graeffe—Private Acc't.* CR.

1879.					1877.		
July	3.	To cash	4	$826 90	Dec.	31.	By A. Graeffe, stock acc't 172 $3,885 00
"	31.	" "	9	300 00			
Aug.	4.	" "	12	13 00			
"	31.	" "	28	858 00			
Sep.	5–11.	" "	39	254 82			
"	21.	" "	53	105 28			
"	29.	" "	59	575 00			
Oct.	11.	" "	74	50 00			
Nov.	5.	" "	115	977 00			
"	30.	" "	137	325 00			
Dec.	31.	" "	166	400 00			
				$3,885 00			$3,885 00

1878.					
Jan.	31.	To cash	184	877	33
Feb.	28.	" "	200	876	00
M'ch	25.	" "	219	210	00
"	26.	" "	220	676	61
Ap'l	1.	" "	233	1,110	00
"	9.	" "	234	26	25
"	12.	" "	239	40	10
"	15.	" "	243	17	75
"	29.	" "	254	4,210	00
"	30.	" "	255	657	00
May	6.	" "	260	2,500	00
"	4.	" "	"	29	60
"	8-9.	" "	264	145	00
"	10.	" "	265	104	70
"	28.	" "	280	130	40
"	31.	" "	282	813	00
June	7.	" "	287	168	37
"	8.	" "	288	12	00
"	13.	" "	292	17	00
"	14.	" "	293	22	90
"	15.	" "	294	19	25
"	20.	" "	296	143	00
"	27.	" "	299	175	75
"	29.	" "	301	900	00
"	"	A. J. Graeffe, stock acc't	302	11,035	00
				$24,917	10

1878.					
July	1-22.	To cash	308	$845	95
Aug.	7-15.	" "	327	1,195	32
"	23.	" "	328	207	62
Sept.	2-13.	" "	358	838	37
		Carried over		$3,087	26

1878.					
Feb.	9.	By cash	190	$2,500	00
"	"	" "	"	2,000	00
"	23.	" "	198	2,415	00
"	28.	" "	200	2,500	00
March	2.	" "	203	1,320	00
"	4.	" "	"	300	00
May	6.	" "	261	2,500	00
June	29.	Profit & loss	303	11,382	10
				$24,917	10

31—43

1878.						
		Brought over			$3,087	26
Oct.	1-11.	To cash		380	870	75
"	31.	"	"	416	66	67
Nov.	1.	"	"	426	550	00
"	9-11.	"	"	428	341	37
"	13-19.	"	"	440	454	97
"	22.	"	"	449	365	00
"	26.	"	"	450	108	15
"	27-30.	"	"	452	556	76
Dec.	2.	"	"	461	700	00
"	10.	"	"	462	107	94
"	13.	"	"	467	200	00
"	18-20.	"	"	470	152	40
"	21.	"	"	472	124	89
"	26.	"	"	473	236	75
"	31.	"	"	475	910	00
					$8,832	91

1879.						
Jan.	3-13.	To cash		6	229	22
"	16.	"	"	"	173	78
"	29.	"	"	"	25	00
"	31.	"	"	"	532	00
Feb.	5.	"	"	15	210	62
"	15.	"	"	18	310	93
"	17-18.	"	"	20	75	00
"	24.	"	"	24	197	29
"	24-28.	"	"	25	854	00
M'ch	1-3.	"	"	30	1,080	17
"	12.	"	"	34	600	00
"	13-14.	"	"	37	125	00
"	21.	"	"	39	159	00
"	28.	"	"	44	54	17
"	31.	"	"	47	695	00
Ap'l	11.	"	"	56	257	45
"	18.	"	"	61	93	29

1878.					
	Brought over				
Dec.	31.	By profit & loss	479	$8,832	91
				$8,832	91

1879.					
M'ch	11.	By cash	34	$600	00

"	28.	"	"	64	5 50
"	30.	"	"	66	1,065 00
May	3–6.	"	"	70	10,212 40
"	10–13.	"	"	77	839 43
"	16–19.	"	"	79	1,169 36
"	31.	"	"	84	390 40
June	2.	"	"	88	50
"	5.	"	"	89	6 38
			Carried over		$19,367 89

1879.			Brought over		$19,367 89
					$19,367 89
July	8–29.	To cash		104	6,315 77
"	14–23.	"	"	"	245 57
"	24.	"	"	"	10,231 25
Aug.	12.	"	"	118	147 93
"	25.	"	"	122	98 32
"	"	"	"	"	116 70
Sept.	3.	"	"	127	66 66
"	4.	"	"	128	49 11
"	6.	"	"	129	25 00
"	"	"	"	133	47 00
"	17.	"	"	137	198 04
"	23.	"	"	142	466 95
Oct.	2.	"	"	149	1,719 10
"	"	"	"	150	84 55
"	8.	"	"	155	393 35
"	"	"	"	"	885 50
"	"	"	"	159	100 00
"	13.	"	"	161	1,000 00
"	"	"	"	"	1,500 00
"	"	"	"	"	1,500 00
"	18.	"	"	164	75 00
"	20.	"	"	166	27 40
"	"	"	"	"	65 81
"	25.	"	"	172	76 85

			Carried over		$600 00
1879.			Brought over		$600 00
				98	18,767 89
					$19,367 89
July	8.	By cash		101	$1,261 00
Nov.	10.	"	"	187	2,750 00
"	11.	"	"	189	2,387 50
Dec.	2.	"	sundries	214	240 00

A. J. Graeffe—Personal Acc't—Continued.

Oct.	31.	To cash		177	300 00		
Nov.	1.	" "		180	133 32		
"	"	" "		"	225 00		
"	5.	" "		183	186 50		
"	6.	" "		184	2,139 00		
"	8.	" "		186	177 37		
"	13.	" "		191	118 27		
"	21.	" "		200	25 20		
"	26.	" "		207	27 15		
Dec.	1.	" "		214	1,000 00		
"	2.	" "		216	34 20		
"	4.	" "		218	12 50		
"	6.	" "		221	675 00		
"	10.	" "		226	169 15		
"	13.	" "		229	2,000 00		
					$32,668 52	To folio 211	$6,638 50

318 DR. *A. J. Graeffe.* CR.

1879.								
Dec.	13.	To am't from fol. 210			$32,668 52	Dec.	13.	By am't from folio 210		$6,638 50
"	"	To cash		229	12 50	"	31.	" A. J. Graeffe, stock ac	250	30,028 15
"	16.	" "		232	162 00					
"	17.	" "		233	800 00					
"	20.	" "		236	2,000 00					
"	22.	" "		237	43 00					
"	29.	" "		243	58 63					
"	30.	" "		244	2 00					
"	31.	" "		246	920 00					
					$36,666 65					$36,666 65
1880.						1880.				
Jan.	5.	To cash		254	40 72	May	1.	By sundries	325	$4,000 00
"	7.	" "		255	133 32	"	"	" " "	"	500 00
"	9.	" "		256	47 92	"	"	" " "	"	59 60

"	12.	"	"		257	172 26
"	14.	"	"		259	10 50
"	20.	"	"		263	10 00
"	27.	"	"		267	40 00
Feb'y	3.	"	"		273	710 00
"	12.	"	"		277	2,000 00
"	13.	"	"		278	288 50
"	16.	"	"		279	56 75
"	17.	"	"		280	192 39
M'ch	2.	"	"		289	184 55
"	3.	"	"		"	633 50
"	5.	"	"		291	30 00
"	12.	"	"		294	1,000 00
"	16.	"	"		296	3,900 00
"	19.	"	"		297	182 75
"	20.	"	"		298	12 50
"	23.	"	"		300	1,400 00
"	30.	"	"		304	84 79
"	31.	"	"		"	975 00
April	1.	"	"		307	200 00
"	"	"	"		"	300 00
"	16.	"	"		315	59 60
"	26.	"	"		321	101 46
"	28.	"	"		322	41 55
"	29.	"	"		"	650 00
"	30.	"	"		323	176 59
"	"	"	"		"	650 00
May	12.	"	"		332	33 87
"	"	"	"		"	1,850 00
			To folio 212			$16,168 52

			To folio 212			$4,559 60

319

1880.

May	12.	To am't from folio 211				$16,168 52
"	15.	To cash			334	91 67
"	18.	"	"	"	335	63 75
"	"	"	"	"	"	300 00
"	20.	"	"	"	336	384 86

1880.

May	12.	By am't from folio 211				$4,559 60
"	24.	By cash			338	1,200 00
June	30.	"	sds		359	6,250 00
"	"	"	A. J. Graeffe, stock ac		360	11,338 76

Dr. *A. J. Graeff*—Continued. Cr.

May	24.	To cash		338	5	10	
"	28.	" "		340	46	63	
"	29.	" "		341	10	90	
"	31.	" "		342	600	00	
June	1.	" "		344	1,300	00	
"	2.	" "		345	75	00	
"	4.	" "		"	400	00	
"	7.	" "		347	10	35	
"	8.	" "		348	16	25	
"	11.	" "		349	141	40	
"	14.	" "		351	369	33	
"	16.	" "		352	1,600	00	
"	17.	" "		"	11	00	
"	22.	" "		354	198	10	
"	23.	" "		355	13	00	
"	"	" "		"	800	00	
"	30.	" "		358	267	50	
"	"	" "		"	475	00	
					$23,348	36	$23,348 36
1880.							
July	2.	To cash		362	857	00	
"	8.	" "		365	124	65	
"	"	" "		"	46	12	
"	15.	" "		369	1	50	
"	"	" "		"	1,380	42	
"	16.	" "		"	14	00	
"	19.	" "		371	70	00	
"	"	" "		"	152	00	
"	24.	" "		372	50	00	
"	28.	" "		374	150	09	
"	29.	" "		375	17	25	
"	31.	" "		376	755	00	
Aug.	2.	" "		377	873	15	
"	9.	" "		382	275	00	
"	16.	" "		387	51	70	
"	17.	" "		"	600	00	

"	19.	"	"		389	35 00
"	20.	"	"		391	50 00
						$4,702 88

320 COMP'TS' N. Y. "E."

DR. *A. J. Graeffe.* CR.

1880.							1880.					
Aug.	23.	To am't from folio 212				$4,702 88	Oct.	12.	By cash		439	$150 00
"	24.	To cash			392	25 00	Dec.	31.	" A. J. Graeffe, stock ac.		39	11,227 25
"	"	"	"	"	"	3 15						
"	27.	"	"		394	100 00						
"	31.	"	"		397	241 75						
"	"	"	"		"	565 00						
Sept.	3.	"	"		397	15 98						
"	9.	"	"		403	7 75						
"	15.	"	"		408	66 20						
"	21.	"	"		412	48 75						
"	28.	"	"		421	140 49						
"	29.	"	"		422	38 43						
"	30.	"	"		423	510 00						
Oct.	7.	"	"		433	7 87						
"	9.	"	"		435	133 69						
"	9.	"	"		436	72 16						
"	11.	"	"		438	101 06						
"	12.	"	"		439	300 00						
"	19.	"	"		449	13 25						
"	23.	"	"		454	66 20						
"	26.	"	"		457	26 20						
Nov.	1.	"	"		467	650 00						
"	6.	"	"		472	699 38						
"	8.	"	"		474	43 00						
"	9.	"	"		475	17 85						
"	20.	"	"		6	68 90						
"	24.	"	"		9	10 63						

A. J. Gough.—Continued.

Nov.	27.	To cash		11	412 00
"	30.	" "		13	614 45
Dec.	7.	" "		18	30 00
"	8.	" "		21	78 63
"	9.	" "		"	102 16
"	10.	" "		22	17 00
"	11.	" "		23	52 50
"	13.	" "		24	71 25
"	15.	" "		26	200 00
"	27.	" "		33	100 00
"	30.	" "		33	473 72
"	31.	" "		35	615 00
"	"	" "		39	25 00
					$11,377 25

321

1881.					
Jan.	7.	To cash		44	$84 75
"	14.	" "		47	56 66
"	24.	" "		53	483 76
"	27.	" "		55	78 00
"	31.	" "		57	575 00
Feb.	7.	" "		60	58 75
"	8.	" "		61	131 65
"	10.	" "		62	102 52
"	11.	" "		67	275 00
"	19.	" "		69	524 08
"	21.	" "		71	400 92
"	23.	" "		"	27 50
"	28.	" "		77	787 00

					$11,377 25
1881.					
Feb.	28.	By sundries		74	$250 00

DR. *Bills Payable.* CR.

1873.						1873.			
May	1.	To cash	J. 32	$2,000 00	Feb.	28.	By E. White & Co.	J. 14	$2,000 00
		" balance		6,214 00	Ap'l	3.	" do. 90 days	J. 24	1,500 00
					"	5.	" do. 90 days	J. 25	1,500 00
					May	31.	" do. 14 M'ch, 4 mos.	J. 38	3,000 00
					June	21.	" E. White, 90 days	J. 43	214 00
				$8,214 00					$8,214 00
									6,214 00
July	7.	To cash	J. 49	$3,000 00	July	1.	By balance		
"	16.	" "	J. 51	3,000 00	"	24.	" E. White, 2 mos.	J. 52	1,058 00
Sept.	18.	" "	J. 75	1,161 09	Aug.	21.	" cash, 3 mos.	J. 61	2,500 00
"	20.	" "	J. 77	214 09	"	"	" " 4 mos.	"	2,500 00
"	26.	" "	J. 79	660 65	"	30.	" E. White, June 23, 3 mos.	J. 65	660 65
"	27.	" "	J. 82	1,058 09	"	"	" July 25, 3 mos.	"	3,168 68
Oct.	1.	" interest ac.	J. 83	39 00	Sept.	1.	" " Jan'y 4, '74	J. 81	1,470 15
"	3.	" cash	J. 84	1,692 00	"	2.	" loan ac., Nov. 1-4	"	1,650 00
"	9.	" "	"	400 09	"	"	" " " 11-14	"	1,700 00
"	10.	" "	"	518 75	"	"	" " " 21-24	"	1,891 68
"	"	" interest ac.	"	61 25	"	4.	" sundries, " 8-11	J. 68	1,500 00
"	13.	" cash	J. 86	947 50	"	"	" " 13-16	"	1,500 00
"	"	" interest ac.	"	52 50	"	"	" " 18-21	"	1,500 00
"	28.	" cash	J. 91	3,168 68	"	16.	" M. Buggy, Dec. 16-19	J. 81	1,200 00
"	31.	" interest ac.	J. 92	108 09	"	"	" sundries, Nov. 3	"	2,540 09
Nov.	3.	" cash	J. 98	2,540 09	"	27.	" E. White, Dec. 30	"	1,800 00
"	"	" "	"	1,650 09	"	30.	" M. Buggy, " 31	J. 80	1,000 00
"	"	" "	"	367 09	Oct.	6.	" F. J. Gallagher	J. 91	980 00
"	7.	" "	J. 99	1,500 09	"	20.	" do.	J. 92	300 00
"	11.	" "	"	1,799 09	"	"	" do.	"	300 09
"	14.	" "	"	1,500 09	"	22.	" F. K. Rumpf & Bro.	"	850 09
"	15.	" "	J. 102	1,500 09	Nov.	6.	" do. 4 mos.	J. 99	400 00
"	21.	" "	"	2,500 09	"	25.	" interest ac.	J. 105	63
"	25.	" "	"	33 09	"	24.	" cash, 3 mos.	J. 103	2,500 00
"	29.	" int. ac. Nov. 7	J. 105	1,892 31	Dec.	15.	To F. J. Gallagher	J. 110	300 00
"	25.	" bills rec. ac.	"						

1873—83

Bills Payable—Continued.

Dec.	24.	To cash	J. 117	2,500 00	Dec.	10.	To Kenworthy Bros.	J. 113	106 49
"	31.	" balance		6,685 89	"	26.	" F. J. Gallagher	J. 116	261 00
					"	29.	" do.	J. 118	292 00
					"	31.	" E. White	J. 122	306 25
				$40,449 53					$40,449 53
1874.					1874.				
Jan'y	3.	To cash	J. 128	$1,470 15	Jan'y	1.	By balance forw'd		$6,685 89
"	"	" interest ac.	"	68 26	"	3.	" Edward White	J. 126	375 00
"	12.	" cash	J. 129	106 49	"	5.	" F. J. Gallagher	"	303 24
"	15.	" "	J. 130	271 20	"	"	" Ed. White, Dec. 10	"	560 61
		Folio 40		$1,916 10			Folio 40		$7,924 74

323

1874.		To amount forward		$1,916 10	1874.		By amount forward		$7,924 74
Jan'y	21.	To cash	J. 131	300 00	Jan'y	10.	By Ed. White	J. 126	250 00
"	"	" "	"	300 00	"	15.	" F. J. Gallagher	"	280 56
"	23.	" "	"	850 00	"	16.	" Ed. White	J. 127	794 81
"	"	" "	"	1,821 74	"	21.	" M. Buggy	"	1,890 00
"	28.	" "	J. 132	287 31	"	22.	" Ed. White	"	1,000 00
"	31.	" interest ac.	J. 133	9 36	"	28.	" F. J. Gallagher	"	298 26
"	"	" "	J. 134	10 95	"	31.	" Ed. White	"	1,988 47
Feb'y	3.	" cash	J. 135	1,933 79	"	"	" cash	J. 132	2,793 11
"	4.	" "	"	1,224 14	"	"	" "	J. 134	96 89
"	6.	" "	"	296 94	Feb'y	2.	" M. Buggy	J. 135	1,270 00
"	9.	" "	J. 138	941 64	"	6.	" cash	J. 136	4,125 31
"	12.	" "	J. 139	1,242 09	"	"	" F. J. Gallagher	"	308 25
"	16.	" "	J. 140	1,465 90	"	7.	" Ed. White	J. 138	963 56
"	25.	" "	J. 141	1,261 50	"	10.	" cash	"	4,883 33
"	27.	" "	J. 142	921 65	"	11.	" M. Buggy	"	1,280 00
"	"	" "	"	2,500 00	"	14.	" Ed. White	J. 139	1,500 00
"	"	" interest ac.	J. 143	54 68	"	20.	" cash	J. 141	3,943 84
"	"	" "	"	45 86	"	24.	" M. Buggy	J. 142	1,369 00
"	"	" "	J. 144	11 31	"	27.	" cash	J. 143	2,440 21
"	"	" "	"	21 92	"	28.	" "	"	2,174 84

"	"	"	"			37 91
"	"	"	"		"	34 10
"	"	"	"		"	38 50
"	"	"	"		"	28 35
M'ch	9.	"	cash		J. 150	400 00
"	25.	"	"		J. 154	278 54
"	"	"	interest ac.		J. 155	5 14
"	28.	"	cash		J. 156	261 00
"	31.	"	Ed. White		J. 157	1,000 00
			Folio 41			$19,500 42

324

1874.			To folio 40			$19,500 42
April	2.	To cash			J. 162	292 00
"	"	"	"		J. 163	306 25
"	6.	"	"		J. 164	375 00
"	9.	"	"		"	463 36
"	10.	"	"		"	304 36
"	13.	"	"		J. 169	560 61
"	"	"	"		"	250 00
"	14.	"	"		"	229 13
"	18.	"	"		J. 171	300 00
"	"	"	"		"	794 81
"	20.	"	"		"	220 16
"	28.	"	"		J. 175	328 60
"	30.	"	int. ac		J. 178	65 91
May	2.	"	cash ac		J. 180	1,988 47
"	12.	"	"		J. 188	303 24
"	27.	"	Ed. White		J. 144	950 00
"	28.	"	interest ac.		J. 145	48 61
"	"	"	"	"		42 33
"	"	"	"	"		3 55
"	"	"	"	"		7 95
"	"	"	"	"		9 54
"	"	"	"	"		57 38
"	"	"	"	"		39 29
"	"	"	"	"		9 42
"	"	"	"	"		21 41
"	"	"	"	"		40 89
"	"	"	"	"		36 25
"	"	"	"	"		59 79
"	"	"	"	"		42 96
"	"	"	"		J. 146	32 20
M'ch	4.	"	4 mos., E. White		J. 147	2,000 00
Feb.	19.	"	4 mos., do.		"	971 07
M'ch	25.	"	3 mos., F. J. Gallagher		"	283 68
"	28.	"	4 mos., E. White		"	943 49
			Folio 41			$47,125 99

1874.			By amount forward			$47,125 99
M'ch	21.	By cash			J. 153	963 89
"	"	"	interest ac.		J. 155	36 11
Ap'l	1.	"	E. White, 4 mos.		J. 162	375 00
M'ch	2.	"	do. 4 mos.		"	775 33
"	23.	"	do. 4 mos.		"	785 47
"	28.	"	do. 4 mos.		J. 163	1,500 00
Ap'l	8.	"	F. J. Gallagher, 4 mos.		"	312 56
"	13.	"	do. 4 mos.		J. 164	235 40
"	18.	"	do. 4 mos.		J. 165	226 00
"	20.	"	E. White & Co., 4 mos.		"	1,030 77
"	11.	"	W. A. Griswold, 2 mos.		"	1,771 36
"	27.	"	F. J. Gallager, 4 mos.		"	337 56
"	21.	"	E. White, 3 mos.		"	551 82
"	9.	"	cash		J. 166	2,266 23
"	30.	"	int. ac.		J. 179	69 81

Bills-payable Acc't—Continued.

Dr.						Cr.			
May	12.	To cash ac.	J. 188	963 56	May	12.	By Ed. White, 4 mos.	J. 189	1,600 00
"	13.	" "	"	1,557 08	Ap'l	28.	" " 4 mos.	"	1,257 52
"	"	" " int ac.	"	42 92	May	21.	" " 6 mos.	J. 184	850 00
"	16.	" cash	J. 189	1,500 00	"	15.	" sundries	J. 187	2,398 96
"	18.	" "	J. 190	280 56	"	26.	" "	J. 192	800 00
"	23.	" "	"	1,890 00	June	15.	" E. White, 4 mos.	J. 196	500 00
"	"	" "	"	769 20	"	9.	" " 6 mos.	J. 197	3,000 60
"	"	" " int. ac.	"	30 80	"	16.	" " 4 mos.	J. 198	1,945 23
"	25.	" cash ac.	J. 192	1,000 00	"	26.	" J. P. Murphy, 4 mos.	J. 200	2,500 00
"	29.	" "	J. 193	298 26	"	5.	" sundries	J. 201	2,500 00
June	5.	" cash	J. 202	1,270 00	"	12.	" "	J. 202	2,560 00
"	8.	" "	"	2,500 00	"	19.	" cash	J. 205	2,852 50
"	"	" "	"	308 25	"	"	" interest	J. 205	147 50
"	10.	" "	J. 204	963 56	"	27.	" sundries	J. 209	2,500 00
"	11.	" "	"	2,885 15	"	29.	" E. White, 4 mos.	J. 210	1,000 00
"	12.	" "	"	2,500 00	"	26.	" sundries	J. 211	2,500 00
"	13.	" "	"	1,280 00	"	28.	" E. White	J. 215	419 73
"	"	" "	"	1,771 36					
"	17.	" "	J. 205	1,500 00					
"	20.	" "	J. 207	971 07					
"	24.	" "	J. 208	1,000 00					
"	26.	" "	J. 209	2,439 24					
"	27.	" "	"	1,300 00					
"	"	" "	"	283 68					
		Folio 61		856,587 02			Forward to folio 61		886,684 74
325									
1874.		To folio 41, forward		856,587 01	1874.		From folio 41		886,684 74
June	30.	To cash	J. 211	950 00	July	1.	By Ed. White	J. 217	2,500 00
"	"	" "	"	2,500 00	"	"	" Rob't Paul	J. 217	818 07
"	"	" interest	J. 215	175 61	"	"	" Mic. Buggy	J. 217	1,600 60
July	31.	" cash	J. 220	239 80	"	"	" Ed. White	J. 217	428 03
"	"	" "	J. 221	775 33	"	"	" Jos. P. Murphy	J. 217	2,200 00
"	"	" "	"	2,000 00	"	"	" Ed. White	J. 217	1,000 00
"	"	" "	"	1,000 00	"	"	" Mic. Buggy	J. 218	1,500 00
"	"	" sundries	"	2,500 00	"	6.	" cash	J. 220	1,500 00
"	"	" "							

"	"	"	"		J. 224	2,200 00
"	"	"	"		"	1,099 90
"	"	"	cash		J. 225	551 82
"	"	"	"		"	785 47
"	"	"	sundries		J. 226	1,599 09
"	"	"	"		"	1,500 00
"	"	"	"		"	943 49
Aug.	4.	"	cash		J. 228	375 00
"	6.	"	"		"	1,709 00
"	7.	"	sundries		J. 230	2,509 09
"	11.	"	cash		J. 232	312 56
"	15.	"	"		J. 234	235 40
"	"	"	sundries		"	1,875 00
"	21.	"	cash		J. 238	226 00
"	22.	"	"		J. 239	1,039 77
"	29.	"	"		J. 245	337 56
"	31.	"	"		"	1,257 52
Sept.	1.	"	sundries		J. 259	3,000 00
"	10.	"	"		"	1,559 09
"	10.	"	"		"	2,000 00
"	15.	"	cash		J. 261	1,639 09
"	30.	"	sundries		278	2,009 09
326			Carried over to folio 62			895,208 34
1874.			Brought over			895,208 34
Oct.	1.	To bills payable			282	2,500 00
"	1.	"	cash ac		283	419 73
"	8.	"	"		"	2,593 09
"	13.	"	"		287	2,509 09

"	"	"	"		"	963 56
"	2.	"	sundries		"	1,599 09
"	31.	"	"		J. 224	2,209 09
"	31.	"	"		J. 221	2,503 09
"	"	"	"		J. 225	1,500 09
Aug.	1.	"	E. White		J. 227	2,930 09
"	"	"	"		"	463 79
"	4.	"	D. Murphy		"	1,509 09
"	5.	"	M. Buggy		"	1,709 09
"	3.	"	sundries		"	1,099 09
"	5.	"	do.		"	1,709 09
"	7.	"	J. P. Murphy		J. 228	2,564 09
"	8.	"	sundries		J. 230	2,509 09
"	12.	"	Ed. White		J. 232	1,091 26
"	14.	"	M. Buggy		J. 233	1,875 09
"	"	"	sundries		J. 233	1,875 09
"	24.	"	M. Buggy		J. 237	1,375 09
"	26.	"	Ed. White		J. 241	889 53
Sept.	1.	"	do.		J. 250	3,009 09
"	3.	"	do.		"	710 01
"	4.	"	do.		"	603 36
"	"	"	J. P. Murphy		"	2,500 00
"	2.	"	E. White		J. 252	3,999 09
"	4.	"	Mic. Buggy		J. 253	1,559 09
"	"	"	E. White		"	2,009 09
"	12.	"	do.		J. 256	379 56
"	1.	"	sundries		J. 260	746 01
"	21.	"	Edw'd White		J. 264	996 39
"	24.	"	sundries		J. 268	1,559 09
"	30.	"	Michael Buggy		275	2,009 09
"	"	"	Edward White		"	2,500 00
			Carried over to folio 62			$148,399 22
1874.			Brought over			$148,399 22
Oct.	3.	By M. Buggy			279	1,009 09
"	5.	"	E. White		"	3,003 09
"	10.	"	"		285	393 94
"	12.	"	D. Murphy		"	1,009 09

DR. *Bills-payable Acc't*—Continued. CR.

Oct.	16.	To cash ac		290	500 00	Oct.	12.	By D. Murphy		285	1,000 00
"	"	" "		"	1,600 00	"	15.	" Edw. White		288	520 20
"	"	" sundries		291	2,309 09	"	"	" Mic. Baggy		"	2,360 00
"	19.	" cash		292	1,045 23	"	22.	" Edw. White	701	293	3,000 00
"	23.	" sundries	702	295	2,500 00	"	23.	" J. P. Murphy	702	294	2,500 00
"	"	" "	703	"	2,000 00	"	"	" do.	703	"	2,000 00
"	29.	" cash ac		299	2,500 00	"	28.	" M. Baggy	704	298	1,250 00
"	"	" "		"	2,500 00	Nov.	10.	" do.	705	305	2,500 00
"	31.	" "		304	1,000 00	"	27.	" do.	706	319	1,125 00
Nov.	3.	" "		308	2,000 00	Dec.	3.	" do.	707	326	1,230 00
"	7.	" "		311	1,500 00	"	10.	" Edw. White	708	330	507 17
"	11.	" "		313	2,500 00	"	15.	" M. Buggy	709	334	1,475 00
"	"	" "	705	"	1,500 00						
"	12.	" "		"	818 07						
"	13.	" "		"	1,091 26						
"	16.	" "	705	314	1,000 00						
"	19.	" "		316	1,375 00						
"	20.	" "		318	428 03						
"	23.	" "		"	2,200 00						
"	24.	" "		320	800 00						
"	25.	" "		"	1,500 00						
"	27.	" "	706	322	1,125 00						
"	28.	" "		"	889 53						
Dec.	1.	" "		328	603 35						
"	5.	" "		"	710 01						
"	3.	" "	707	329	1,230 00						
"	8.	" "		330	463 79						
"	"	" "		"	1,700 00						
"	"	" "		"	2,500 00						
"	10.	" "		333	2,500 00						
"	12.	" "		"	3,000 00						
"	"	" "		"	379 56						
"	17.	" "		336	1,875 00						
"	15.	" "	709	"	1,475 00						
"	22.	" "		339	746 01						
		Carried over			$154,982 92			Carried over			$173,800 53

1874.						
		Brought over				$154,982 92
Dec.	26.	To cash		343		996 30
"	31.	" "	710	346		1,000 00
"	"	" balance				17,821 31
						$174,800 53

1875.						
Jan.	2.	To cash		357		$1,600 00
"	4.	" "		"		3,000 00
"	7.	" "		"		1,500 00
"	11.	" "		"		3,000 00
"	15.	" "		358		393 94
"	"	" "		"		1,000 00
"	18.	" "		359		520 20
"	22.	" "		361		1,000 00
"	"	" "	714	362		1,500 00
"	23.	" "		363		1,000 00
"	"	" "	701	"		3,000 00
"	28.	" "	704	365		1,250 00
Feb'y	3.	" "	715	368		1,400 00
"	4.	" "		369		50 00
"	6.	" "	717	"		1,500 00
"	8.	" "	711	371		2,500 00
"	12.	" "	712	372		2,500 00
"	24.	" "	718	377		2,500 00
M'ch	2.	" "	713	384		2,500 00
"	5.	" "	703	386		2,000 00
"	9.	" "	720	387		2,000 00
"	10.	" "	708	389		507 17
"	13.	" "	705	391		2,500 00
"	22.	" "	724	396		2,000 00
"	27.	" "	706	399		1,125 00
April	5.	" "	707	406		1,230 00
"	13.	" "	730	411		2,000 00
"	17.	" "	709	415		1,475 00
"	20.	" "	719	418		2,787 40

1874.						
		Brought over				$173,800 53
Dec.	30.	By M. Buggy	710	345		1,000 00
						$174,800 53

1875.						
Jan'y	1.	By balance				$17,821 31
"	4.	" sundries	711	355		2,500 00
"	7.	" "	712	"		2,500 00
"	9.	" "	713	"		2,500 00
"	22.	" "	703	361		2,000 00
"	"	" "	705	"		2,500 00
"	"	" "	706	"		1,125 00
"	"	" "	707	"		1,230 00
"	"	" "	709	"		1,475 00
"	"	" "	710	"		1,000 60
"	"	" "	714	"		1,500 00
"	"	" M. Buggy	714	362		1,500 00
Feb.	1.	" "	715	367		1,400 00
"	4.	" E. White	716	368		3,000 00
"	6.	" M. Buggy	717	369		1,500 00
"	20.	" E. White	718	376		2,500 00
M'ch	4.	" do.	719	383		2,787 40
"	9.	" do.	720	387		2,093 00
"	11.	" do.	721	389		5,000 00
"	17.	" J. P. Murphy	722	393		2,000 00
"	22.	" E. White	723	395		2,000 00
"	"	" "	724	395		2,000 00
"	27.	" sundries	720	399		2,000 00
"	"	" "	724	"		2,000 00
Ap'l	3.	" E. White	726	403		1,329 36
"	5.	" "	727	"		1,995 11
"	"	" "	728	"		2,500 00
"	"	" "	729	"		2,513 75
"	2.	" sundries	715	404		1,403 00

Dr. *Bills payable Acc't*—Continued. Cr.

May	3.	To cash		710	6	1,000 00	Ap'l	2.	By sundries	717	404	1,500 00
"	7	"	"	716	"	3,000 00	"	13.	" Ed. White	730	411	2,000 00
"	24	"	"	714	18	1,500 00	"	15.	" do.	731	412	3,112 65
"	"	"	"	728	"	2,500 00	May	11.	" sundries	725	10	2,500 00
							"	"	" "	730	"	2,000 00
							"	15.	" Ed. White	732	12	3,000 00
		Carried over				857,338 71			Carried over			889,689 58

328

1875		Brought over				857,338 71	1875.		Brought over			889,689 58
June	2.	To cash		715	28	1,400 00	May	25.	By E. White	733	18	3,000 00
"	8	"	"	717	30	1,500 00	June	17.	" do.	735	35	2,000 00
"	"	"	"	720	"	2,000 00	"	18.	" sundries	734	37	2,000 00
"	15.	"	"	721	36	5,000 00	"	"	" "	735	"	2,000 00
"	17.	"	"	735	37	2,000 00	"	28.	" Ed. White	736	41	3,000 00
"	"	"	"	727	38	1,995 11	July	14.	" C. G. Shaw	737	52	5,217 57
"	19.	"	"	722	"	2,000 00	"	"	" "	738	"	5,286 80
"	23	"	"	729	41	2,513 75	"	15.	" Ed. White	739	53	2,500 00
"	26	"	"	723	42	2,000 00	"	20.	" D. Murphy	740	54	1,000 00
July	2	"	"	726	49	1,329 36	"	26.	" Ed. White	742	55	2,000 00
"	15	"	"	739	54	2,500 00	"	20.	" sundries	739	56	2,500 00
"	27	"	"	725	58	2,500 00	"	24.	" "	741	"	2,500 00
Aug.	7	"	"	731	67	3,112 65	Aug.	6.	" J. P. Murphy	743	65	800 00
"	12	"	"	730	"	2,000 00	"	9.	" Ed. White	744	"	2,000 00
"	10	"	"	744	68	2,000 00	"	10.	" "	745	"	2,000 00
"	13	"	"	745	"	2,000 00	"	20.	" "	746	77	3,000 00
"	20	"	"	732	74	3,000 00	"	30.	" "	747	"	3,000 00
"	28	"	"	733	79	3,000 00	"	31.	" "	748	85	324 37
Sept.	22	"	"	749	100	1,500 00	Sept.	15.	" sundries	744	96	2,000 00
"	23	"	"	750	101	2,000 00	"	"	" "	745	"	2,000 00
"	28	"	"	724	104	2,000 00	"	22.	" D. Murphy	749	97	1,500 00
Oct.	1	"	"	734	116	2,000 00	"	23.	" E. White	750	"	2,000 00
"	"	"	"	736	"	3,000 00	Oct.	1.	" "	751	110	3,000 00
"	11	"	"	744	"	2,000 00	"	9.	" "	752	111	3,000 00
"	19	"	"	735	126	2,000 00	Nov.	5.	" J. P. Murphy	753	112	3,000 00

						1876.					
"	22.	"	"	740	131	1,000 00	Jan.	8.	" E. White	754	184	3,000 00
"	29.	"	"	742	134	2,000 00	"	18.	" "	755	189	914 97
Nov.	9.	"	"	743	146	800 00						
"	"	"	"	753	147	3,000 00						
"	13.	"	"	745	153	2,000 00						
"	18.	"	"	739	"	2,500 00						
"	22.	"	"	741	"	2,500 00						
"	23.	"	"	746	156	3,000 00						
Dec.	3.	"	"	747	167	3,000 00						
"	"	"	"	748	"	324 37						
"	9.	"	"	737	170	5,217 57						
"	31.	"	"	738	183	5,286 80						
		1876.										
Jan'y	4.	"	"	751	186	3,000 00						
"	12.	"	"	752	188	3,000 00						
			Carried over			$150,318 32			Carried over			$154,233 29

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1876.			Brought over			$150,318 32	1876.		Brought over			$154,233 29
Jan'y	29	To sundries		756	194	2,039 00	Jan.	29.	By Ed. White	756	193	2,000 00
"	31.	" balance				3,914 97						
						$156,233 29						$156,233 29
							1876.					
							Jan.	31.	By balance			$3,914 97

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1877.							1877.					
July	17.	To sundries		2001	6	$3,000 00	July	17.	By Edward White	2001	1	$3,000 00
"	29.	"	"	2002	"	3,000 00	"	27.	" do.	2002	"	3,000 00
Aug.	18.	"	"	2005	21	1,500 00	"	"	" J. P. Murphy	2003	"	1,400 00
"	23.	"	"	2006	24	3,000 00	Aug.	2.	" sundries	2002	11	3,000 00
Sept.	20.	"	"	2009	53	2,500 00	"	10.	" "	2001	"	3,000 00

DR. *Bills-payable Acc't*—Continued. CR.

Sept.	21.	To sundries		2010	55	2,000 00	Aug.	17.	By J. P. Murphy		2004	18	2,000 00
Oct.	17.	" "		2008	84	1,053 30	"	"	" Ed. White		2005	"	1,500 00
"	"	" "		2013	"	2,500 00	"	22.	" do.		2006	23	3,000 00
"	20.	" "		2001	87	3,000 00	Sept.	3.	" sundries		2005	36	1,500 00
"	18.	" "		2112	88	2,000 00	"	"	" "		2006	"	3,000 00
"	26.	" "		2015	99	2,000 00	"	1.	" Ed. White		2007	40	3,000 00
"	27.	" "		2002	"	3,000 00	"	14.	" S. Manson		2008	"	1,053 30
"	29.	" "		2003	101	1,400 00	"	20.	" Ed. White		2009	48	2,500 00
Nov.	3.	" "		2016	116	2,000 00	"	21.	" J. P. Murphy		2010	55	2,000 00
"	10.	" "		2017	"	3,000 00	"	29.	" Thos. Cochrane		2011	57	2,000 00
"	"	" "		2018	"	2,000 00	Oct.	3.	" sundries		2010	66	2,000 00
"	19.	" "		2005	126	1,500 00	"	16.	" Ed. White		2012	81	2,000 00
"	20.	" "		2004	"	2,000 00	"	"	" "		2013	"	2,500 00
"	24.	" "		2006	132	3,000 00	"	"	" sundries		2009	82	2,500 00
"	30.	" "			137	1,000 00	"	23.	" Ed. White		2014	90	3,000 00
Dec.	4.	" "		2007	144	3,000 00	"	26.	" Thos. Cochrane		2015	93	2,000 00
"	3.	" "		2020	"	1,500 00	"	29.	" sundries		2013	97	2,500 00
"	"	" "		2021	145	3,000 00	"	"	" do.		2015	98	2,000 00
"	5.	" "		2022	"	4,000 00	Nov.	10.	" Ed. White		2017	106	3,000 00
"	13.	" Thom. Cochrane			152	2,000 00	"	"	" do.		2018	"	2,000 00
"	22.	" cash		2009	160	2,500 00	"	"	" Thos. Cochrane		2019	"	2,500 00
"	"	" "		2010	160	2,000 00	"	3.	" Ed. White		2016	107	2,000 00
"	27.	" sundries		2024	163	3,000 00	"	"	" sundries		2012	111	2,000 00
"	31.	" cash		2011	166	2,000 00	"	16.	" "		2016	121	2,000 00
1878.							"	30.	" Thos. Cochrane			135	1,000 00
Jan.	19.	" "		2012	181	2,000 00	Dec.	1.	" " "		2020	141	1,500 00
"	"	" "		2013	"	2,500 00	"	3.	" Ed. White		2021	"	3,000 00
"	25.	" "		2014	"	3,000 00	"	5.	" "		2022	"	4,000 00
"	28.	" "		2015	"	2,000 00	"	12.	" Thom. Cochrane			148	2,000 00
"	4.	" sundries		2025	"	3,000 00	"	13.	" Ed. White		2023	152	3,000 00
"	10.	" "		2026	"	2,500 00	"	17.	" sundries		2017	156	3,000 00
Feb.	2.	" cash		2016	188	2,000 00	"	20.	" Ed. White		2024	158	3,000 00
"	13.	" sundries		2028	192	2,500 00	"	26.	" do.		2025	160	3,000 00
"	15.	" "		2029	195	3,000 00	1878.						
"	12.	" cash		2017	192	3,000 00	Jan'y	9.	" do.		2026	173	2,500 00
"	18.	" "		2019	196	2,500 00	"	24.	" sundries		2025	179	3,000 00

	"	26.	"	sundries		2030	200	3,000 00		"	"	"	do.	2026	"	2,500 00
										Feb'y	2.	"	Ed. White	2027	187	3,000 00
331				Carried over				$98,453 30					Carried over			$101,453 30
	1878.			Brought over				$98,453 30		1878.			Brought over			$101,453 30
	M'ch	4.	To	cash		2021	206	3,000 00		Feb.	1.	By	sundries	2021	187	3,000 00
	"	7.	"	sundries		2031	208	3,000 00		"	13.	"	Ed. White	2028	191	2,500 00
	"	15.	"	cash		2023	213	3,000 00		"	14.	"	do.	2029	192	3,000 00
	"	28.	"	sundries		2033	222	1,500 00		"	15.	"	sundries	2028	195	2,500 00
	Ap'l	4.	"	"		2034	233	3,000 00		"	25.	"	Ed. White	2030	199	3,000 00
	"	17.	"	"		2036	246	3,000 00		M'ch	8.	"	do.	2031	204	3,000 00
	"	19.	"	"		2037	"	2,000 00		"	4.	"	sundries	2029	205	3,000 00
	"	30.	"	cash		2025	255	3,000 00		"	"	"	do.	2030	"	3,000 00
	May	2.	"	sundries		2038	261	3,000 00		"	13.	"	Ed. White	2032	212	3,000 00
	"	4.	"	cash		2027	"	3,000 00		"	28.	"	do.	2033	221	1,500 00
	"	11.	"	"		2026	265	2,500 00		Ap'l	2.	"	do.	2034	228	3,000 00
	"	16.	"	"		2029	269	3,000 00		"	6.	"	do.	2035	"	3,000 00
	"	"	"	sundries		2039	"	3,000 00		"	16.	"	do.	2036	245	3,000 00
	"	22.	"	cash		2040	278	3,000 00		"	"	"	do.	2037	"	2,000 00
	"	25.	"	sundries		2041	"	2,500 00		May	1.	"	do.	2038	257	3,000 00
	"	28.	"	"		2042	280	3,000 00		"	2.	"	sundries	2037	258	2,000 00
	"	"	"	cash		2030	"	3,000 00		"	"	"	"	2036	"	3,000 00
	June	1.	"	"	½ of No.	2043	285	1,500 00		"	14.	"	Ed. White	2039	267	3,000 00
	"	6.	"	"	½ " "	"	288	1,500 00		"	22.	"	J. P. Murphy	2040	270	3,000 00
	"	8.	"	sundries		2044	289	3,000 00		"	23.	"	Ed. White	2041	271	2,500 00
	"	15.	"	cash		2028	293	2,500 00		"	18.	"	sundries	2039	274	3,000 00
	"	"	"	"		2032	"	3,000 00		"	25.	"	"	2034	276	3,000 00
	"	17.	"	sundries		2045	294	2,000 00		"	"	"	"	2041	"	2,500 00
	"	27.	"	cash	½ of	2046	299	2,000 00		"	27.	"	Ed. White	2042	279	3,000 00
	"	29.	"	sundries	½ of	2046	301	2,000 00		"	28.	"	sundries	2040	280	3,000 00
	"	"	"	Ed. White		2046	299	4,000 00		June	4.	"	"	2042	285	3,000 00
	July	5.	"	cash		2034	308	3,000 00		"	1.	"	Ed. White	2043	288	3,000 00
	"	9.	"	"		2035	312	3,000 00		"	8.	"	do.	2044	289	3,000 00
	"	19.	"	"		2036	"	3,000 00		"	15.	"	do.	2045	294	2,000 00
	"	"	"	"		2037	"	2,000 00		"	21.	"	do.	2046	297	4,000 00
	Aug.	7.	"	"		2049	328	3,000 00		"	29.	"	do.	2046	299	4,000 00
	"	8.	"	sundries		2050	"	3,000 00		July	16.	"	sundries	2044	309	3,000 00
	"	17.	"	cash		2039	331	3,000 00		"	2.	"	Ed. White	2047	313	4,000 00

DR. *Bills-payable Acc't*—Continued. CR.

Aug.	21.	To	sundries	2052	333	4,000 00	July	23.	By	Ed. White	2048	313	2,000 00
"	26.	"	cash	2041	339	2,500 00	"	19.	"	sundries	2046	309	4,000 00
Sept.	25.	"	"	2040	376	3,000 00	Aug.	1.	"	Ed. White	2049	318	3,000 00
"	28.	"	"	2046	"	4,000 00	"	7.	"	"	2050	"	3,000 00
							"	3.	"	sundries	2043	325	3,000 00
							"	14.	"	J. P. Murphy	2051	329	1,800 00
							"	21.	"	Ed. White	2052	332	4,000 00
							"	"	"	do.	2053	332	2,000 00
332			Carried over			$200,953 30				Carried over			$219,753 30
1878.			Brought over			$200,953 30	1878.			Brought over			$219,753 30
Sept.	5.	To	sundries	2045	358	4,000 00	Aug.	22.	By	sundries	2045	336	2,000 00
"	17.	"	"	2055	368	4,000 00	"	"	"	"	2050	"	3,000 00
"	23.	"	"	2056	369	5,000 00	Sept.	4.	"	Ed. White	2054	350	4,000 00
"	30.	"	"	2042	381	3,000 00	"	16.	"	do.	2055	359	4,000 00
Oct.	3.	"	cash	2043	389	3,000 00	"	19.	"	do.	2056	365	5,000 00
"	5.	"	"	2047	"	4,000 00	"	23.	"	sundries	2049	367	3,000 00
"	10.	"	"	2044	"	3,000 00	Oct.	4.	"	"	2056	384	5,000 00
"	2.	"	sundries	2057	390	5,000 00	"	1.	"	Ed. White	2057	390	5,000 00
"	17.	"	cash	2045	401	2,000 00	"	9.	"	"	2058	"	3,000 00
"	"	"	sundries	2059	"	4,000 00	"	16.	"	"	2059	397	4,000 00
"	26.	"	cash	2048	410	2,000 00	"	30.	"	"	2060	417	3,000 00
"	31.	"	sundries	2060	416	3,000 00	Nov.	2.	"	"	2061	419	3,000 00
Nov.	1.	"	cash	2049	426	3,000 00	"	6.	"	"	2062	"	4,000 00
"	9.	"	"	2050	428	3,000 00	"	18.	"	"	2063	435	5,000 00
"	7.	"	sundries	2062	"	4,000 00	Dec.	3.	"	"	2064	456	2,000 00
"	19.	"	"	2063	441	5,000 00	"	10.	"	"	2065	463	4,500 00
"	16.	"	cash	2051	"	1,800 00	1879.						
"	22.	"	"	2053	449	2,000 00	Jan'y	8.	"	"	2066	1	4,000 00
Dec.	12.	"	"	2065	467	4,500 00	"	21.	"	"	2067	8	3,500 00
"	21.	"	"	2056	470	5,000 00	Feb.	12.	"	"	2068	17	2,000 00
1879.							"	14.	"	"	2069	"	3,000 00
Jan.	11.	"	"	2058	6	3,000 00	M'ch	1.	"	"	2070	28	5,000 00
"	9.	"	"	2066	"	4,000 00	"	6.	"	sundries	2070	"	5,000 00
"	23.	"	"	2067	9	3,500 00	"	12.	"	Ed. White	2071	34	3,000 00

"	5.	"	"		2061	15	3,000 00	"	17.	"	do.	2072	37	3,000 00
M'ch	6.	"	"		2064	31	2,000 00	Ap'l	7.	"	do.	2073	49	5,500 00
"	3.	"	"		2070	"	5,000 00	May	1.	"	do.	2074	71	4,000 00
Ap'l	7.	"	"		2073	51	5,500 00	"	13.	"	do.	2075	73	4,000 00
May	1.	"	sundries		2074	71	4,000 00	"	13.	"	sundries	2074	75	4,000 00
"	15.	"	cash		2068	76	2,000 00	"	17.	"	Ed. White	2073	77	2,000 00
"	13.	"	sundries		2075	77	4,000 00	"	19.	"	sundries	2077	78	5,500 00
"	19.	"	"		2077	79	2,000 00	"	"	"	do.	2075	78	4,000 00
"	17.	"	cash		2069	"	3,000 00	July	10.	"	cash	2071	102	3,000 00
June	4.	"	"		2070	88	5,000 00	"	28.	"	J. P. Murphy	2078	105	3,000 00
"	16.	"	"		2071	91	3,000 00	Aug.	2.	"	sundries	2078	111	3,000 00
"	20.	"	"		2072	93	3,000 00	"	15.	"	do.	2079	117	4,000 00
July	24.	"	"		2071	104	3,000 00	"	30.	"	"	2080	124	5,000 00
"	10.	"	"		2073	"	5,500 00	Sept.	30.	"	"	2081	148	2,500 00
"	16.	"	"		2075	"	4,000 00	Oct.	6.	"	"	2082	152	5,000 00
"	28.	"	sundries		2078	105	3,000 00	Nov.	5.	"	"	2082	183	5,000 00
Aug.	4.	"	cash		2074	112	4,000 00							
Oct.	6.	Sundries			2082	152	5,000 00							
		To folio 319					$347,753 30							$367,253 30

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1876.								1876.						
Feb.	11.	To sundries		758	202	$1,500 00	Jan'y	8.	By E. White		754	184	$3,000 00
Ap'l	10.	"	cash	754	242	3,000 00	"	18.	"	"	755	189	914 97
May	2.	"	"	755	266	914 97	Feb'y	2.	"	"	757	200	1,500 00
"	5.	"	"	757	"	1,500 00	"	11.	"	"	758	"	1,500 00
"	20.	"	"	759	280	1,500 00	"	19.	"	"	759	206	1,500 00
June	15.	"	"	760	300	1,785 42	M'ch	4.	"	"	760	215	1,785 42
"	17.	"	"	761	"	3,000 00	"	15.	"	"	761	223	3,000 00
"	30.	"	"	762	306	3,000 00	"	27.	"	"	762	234	3,000 00
July	18.	"	"	763	316	3,000 00	Ap'l	17.	"	"	763	249	3,000 00
"	27.	"	"	765	318	3,000 00	May	6.	"	"	764	264	3,000 00
Aug.	10.	"	"	767	330	3,000 00	July	27.	"	"	765	318	3,000 00
"	9.	"	"	void	329	3,000 00	"	"	"	"	765	"	3,000 00

Dr. *Bills-payable Acc't*—Continued. Cr.

Aug.	17.	To cash		769	333	1,000 00	Aug.	1.	By E. White	766	323	2,000 00
"	24.	" "		770	338	1,500 00	"	10.	" "	767	326	3,000 00
"	9.	" "		764	329	3,000 00	"	"	" "	767	328	3,000 00
Sept.	7.	" "		772	353	2,000 00	"	9.	" "	void	329	3,000 00
"	19.	" "		773	358	3,000 00	"	15.	" "	768	331	3,000 00
Oct.	19.	" "		774	388	2,000 00	"	17.	" J. P. Murphy	769	332	1,000 00
"	25.	" "		1	393	2,530 62	"	23.	" Ed. White	770	338	1,500 00
Nov.	4.	" "		766	404	2,000 00	"	31.	" sundries	1	344	2,530 62
"	11.	" "		767	408	3,000 00	"	"	" "	2	"	2,036 94
"	14.	" "		2	411	2,036 94	"	"	" "	3	"	2,048 62
"	"	" "		3	"	2,048 62	Sept.	1.	" Ed. White	771	346	3,000 00
"	18.	" "		768	416	3,000 00	"	7.	" J. P. Murphy	772	"	2,000 00
"	28.	" "		765	424	3,000 00	"	2.	" sundries	770	350	1,500 00
Dec.	4.	" "		771	429	3,000 00	"	13.	" Ed. White	773	353	3,000 00
"	9.	" "		772	"	2,000 00	"	20.	" sundries	773	357	3,000 00
"	6.	" sundries		775	"	3,000 00	Oct.	18.	" Ed. White	774	380	2,000 00
"	15.	" cash		773	1	3,000 00	Nov.	11.	" sundries	772	407	2,000 00
"	26.	" "		777	8	1,500 00	"	18.	" Ed. White	775	413	3,000 00
1877.							"	"	" sundries	774	415	2,000 00
Jan.	20.	" "		774	18	2,000 00	1877.					
"	31.	" "		777	21	3,000 00	Jan.	24.	" Ed. White	776	19	2,000 00
"	24.	" "		775	22	2,000 00	"	31.	" "	777	21	3,000 00
						$77,816 57						$77,816 57
1877.							1877.					
Ap'l	19.	To sundries		780	62	$3,000 00	Feb.	20.	By E. White	778	31	$2,000 00
"	26.	" "		781	67	2,000 00	"	"	" sundries	777	33	3,000 00
May	3.	" cash		777	74	3,000 00	M'ch	15.	" E. White	779	41	3,000 00
"	1.	" sundries		782	76	3,000 00	Ap'l	19.	" "	780	61	3,000 00
"	17.	" "		783	84	3,000 00	"	26.	" "	781	66	2,000 00
"	22.	" cash		778	87	2,000 00	May	1.	" "	782	73	3,000 00
June	16.	" "		779	106	3,000 00	"	2.	" sundries	781	74	2,000 00
July	20.	" "		780	123	3,000 00	"	"	" "	782	"	3,000 00
		Carried over				$22,000 00			Carried over			$21,000 00

1877.						
		Brought over				$22,000 00
July.	27.	To cash	781	123	2,000 00	
Aug.	2.	" A. J. Graeffe, n. firm	782	126	3,000 00	
"	18.	" cash	783	128	3,000 00	
"	22.	" A. J. Graeffe, n. firm	784	"	3,000 00	
Sept.	12.	" do.	785	132	3,000 00	
						$36,000 00

1877.					
	Brought over				$21,600 00
May	17.	By E. White	783	81	3,000 00
"	16.	" sundries	780	82	3,000 00
"	18.	" "	783	84	3,000 00
"	21.	" Ed. White	784	85	3,000 00
June	9.	" "	785	100	3,000 00
					$36,000 00

COMP'TS' N. Y. "G."

SCHEDULE A.

Inventory of property of Mary J. Graeffe, the same being her distributive share in the estate of her uncle, the late James G. Garner, and which property was received by Albert J. Graeffe for her, from Edward H. Ammidoun, administrator of the estate of James G. Garner, deceased.

1877.		Par value.
Feb'y 7.	5 bonds, $1,000 each, St. Louis, Iron Mtn. & Southern R. R. 2d mtge. 7 % gold, Nos. 1398, 1399, 1400, 1401 & 1402—coupons in May, 1877	
"	5 certificates, $105 each, St. Louis, Iron Mtn. & So. R. R. for funded interest on $5,000 bonds for May and Nov., 1876, & Nov., 1875, gold	$5,000 00
"	5 one-half unpaid coupons of above $5,000 bonds, May, 1877, gold	525 00
"	3 bonds, $1,000 each, Chicago, Mil. & St. Paul R. R. 1st mtge. C. & M. div'n 7 %, with 3 certificates for interest, Nos. 1908, 1910 & 1913, coupons on July, 1877	87 50
"	2 bonds, $1,000 each, Chic., Mil. & St. Paul R. R. 7 % gold, Nos. 2197 & 2198, coupons on July, 1877	3,000 00
"	8 bonds, $1,000 each, Chic., Mil. & St. Paul R. R. 1st mtge. I. & M. div'n, coupons on July, 1877, Nos. 7467, 7468, 7469, 7517, 7518, 7519, 7520 & 7521	2,000 00
"	9 bonds, $1,000 each, Chic., Mil. & St. Paul R. R. 2d mtge. 7 %, Nos. 580, 806, 807, 810, 811, 812, 813, 814, & 815, coupons on Ap'l, 1877	8,000 00
"	3 bonds, $1,000 each, Houston & Great Northern R. R. 1st mtge. 7 % gold, interest funded to July, 1877, Nos. 1941, 1942 & 1943, coupon on July, 1877	9,000 00
"	1 certificate, No. 427, Houston & Great Northern R. R. for funded interest on $3,000 bonds @ 7 % gold	3,000 00
"	1 bond, $1,000, city of Augusta, Ga., 7 %, No. 215, coupon on M'ch 1, 1877	420 00
"	1 bond, $1,000, city of Augusta, Ga., 7 %, No. 166, coupon on Ap'l 1, 1877	1,000 00
"	2 bonds, $1,000 each, Union Pacific R. R. 1st mtge. 6% gold, Nos. 16852 & 17266, coupons on July, 1877	1,000 00
"	5 bonds, $1,000 each, International & G't Northern R. R. 1st mtge. 7 % gold, interest funded to Ap'l, 1877, Nos. 1843, 1844, 1845, 1846 & 1847, coupons on Ap'l, 1877	2,000 00
"	1 certificate, No. 394, International & G't Northern R. R. for funded interest on $5,000 bonds @ 7 % gold	5,000 00
"	2 bonds, $1,000 each, International & Great Northern R. R. convertible 8 % mtge., interest funded to Aug., 1878, Nos. 1180 & 1181, coupons on Aug., 1878	700 00
"	1 certificate, No. 132, International & G't No. R. R. for funded interest on $2,000 bonds, cur. 8 % @ 7 %	2,000 00
"	2 bonds, $1,000 each, Western Union R. R. 1st mtge. 7 %, Nos. 3287 & 3288, coupons on Feb'y 1, 1877	640 00
"	1 bond, $1,000, Marietta & Cincinnati R. R. 3d mtge. 8 %, No. 2419, coupon on July, 1877	2,000 00
"	1 bond, $1,000, St. Louis, Iron Mtn. R. R., N. & R. branch, 1st mtge. 7 % gold, with certif. for funded interest, No. 169, coupon on June, 1877	1,000 00
"	1 certificate for funded interest on above $1,000 bond, gold	105 00
"	1 one-half unpaid coupon on above $1,000 bond, gold	17 50
	2 unpaid coupons, Western Union R. R., due Feb'y 1, 1877, $38 each	70 00
	Carried forward	$47,565 00

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1877.		Amount brought forward	$47,565 00
Feb'y	7.	1 bond, $1,000, Tebo & Neosho R. R. 1st mtge. 7 % gold, No. 13, coupon on Dec., 1874	1,000 00
"		5 unpaid coupons of Tebo & Neosho bonds to Dec. 1, 1876	175 00
"		1 bond, $1,000, Mobile & Ohio R. R. 1st mtge. 8 %, No. 624, coupon on May, 1875	1,000 00
"		4 unpaid coupons Mobile & Ohio bonds, @ $40 each	160 00
"		1 bond, $1,000, Chic., Mil. & St. Paul R. R. 1st mtge. H. & D. div'n, No. 1018, coupon on July, 1877	1,000 00
"		2 bonds, $1,000 each, Cairo, Arkansas & Texas R. R. 1st mtge. 7 % gold, with certifs. for funded interest, Nos. 612 & 613, coupons on June, 1877	2,000 00
"		2 certificates, $105 each, for funded interest on $2,000 bonds Cairo, Ark. & Texas R. R.	210 00
"		2 one-half unpaid coupons of Cairo, Ark. & Tex. R. R.	35 00
"		1 bond, $1,000, Baring Cross Bridge Co. 1st mtge. 7 %, No. 31, coupon on Dec., 1875	1,000 00
"		3 unpaid coupons Baring Cross Bridge Co.	105 00
"		1 bond, $1,000, Red River Iron Mfg. Co. 8 % mtge., No. 296, coupon on Dec., 1873	1,000 00
"		7 unpaid coupons Red River Iron Mfg. Co.	280 00
"		2 bonds, $1,000 each, Missouri, Kansas & Texas R. R. 1st mtge. 7 % gold, Nos. 14352 & 14353, coupons on Feb'y, 1875	2,000 00
"		10 unpaid coupons Missouri, Kan. & Tex. R. R., $35 gold	350 00
"		2 bonds, $1,000 each, New Orleans city, 7 % gold, Nos. 10730 & 1308, coupons on Ap'l, 1875	2,000 00
"		8 unpaid coupons New Orleans city bonds	280 00
"		2 bonds, $1,000 each, Galveston, Houston & Henderson R. R. 1st mtge. 7 % gold, Nos. 645 & 926, coupons on July, 1877	2,000 00
"		1 bond, $1,000, South Carolina State consol. 6 %, No. 759, with one coupon for 1876, coupon on Jan'y, 1877	1,000 00
"		2 unpaid coupons South Carolina State bonds	60 00
"		1 bond, $1,000, Louisiana State consol. 7 %, No. 3554, coupon on July, 1877	1,000 00
"		2 bonds, $1,000 each, New Orleans, Jackson & G't Northern R. R. 2d mtge. 8 %, Nos. 1218 & 1219, coupons on Ap'l, 1877	2,000 00
"		3 bonds, $1,000 each, Mississippi Central R. R. 2d mtge. 8 %, and 6 past-due coupons loose, Nos. 517, 521 & 780, coupons on Feb'y, 1877	3,000 00
"		9 unpaid coupons Mississippi Central R. R., $40 each	360 00
"		4 bonds, $500 each, Greenville & Columbia R. R. 1st mtge. Nos. 1273, 1274, 1281, 1384, coupons on July, 1877	2,000 00
"		1 bond, $1,000, Mississippi & Tennessee R. R. consol. 8 % No. 872, coupon on July, 1877	1,000 00
		The following property was deposited by Edward H. Ammidoun, administrator of the estate of James G. Garner, deceased, with Vermilye & Co., bankers, New York, as "fractional bonds," to be sold, and the proceeds to be distributed—one-third each to Caroline L. G. Scott, William H. Garner and Mary J. Graeffe. Mary J. Graeffe's share was collected from Vermilye & Co. by Albert J. Graeffe:	
		Carried forward	$72,580 00

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1887.		Amount brought forward	$72,580 00
Feb.	17.	1 bond, $1,000, St. Louis, Iron Mtn. & So. R. R., 2d mtge. 7% gold, No. 1408, coupon on May 1877	333 33⅓
"		1 certificate, $105, St. Louis Iron Mtn. R. R., for funded interest	35 00
"		1 one-half unpaid coupon, $17.50, St. Louis Iron Mtn. R. R., for funded interest	5 83⅓

Feb.	17.	1 bond, $1,000, Chic., Mil. & St. Paul R. R., 1st mtge. 7% C. & M. div'n, No. 4918, with one certif., coupon on July 1877	$333 33⅓
"		2 bonds, $1,000 each, Chic., Mil. & St. Paul R. R., 7% gold, mtge. Nos. 2187 & 2188, coupons on July 1877	666 66⅔
"		1 bond, $1,000, Chic., Mil. & St. Paul R. R., 1st mtge. 7%, I. & M. div'n, No. 7522, coupon on July 1877	333 33⅓
"		1 bond, $1,000, Chic., Mil. & St. Paul R. R., 2d mtge. 7%, No. 823, coupon on Ap'l 1877	333 33⅓
"		2 bonds, $1,000 each, city of St. Paul 6%, Nos. 248 & 249, interest to be paid at maturity May 1877	666 66⅔
"		1 bond, $1,000, Houston & Great Northern R. R., 1st mtge. 7% gold, No. 1944, interest certif. to July 1877. Coupon on July 1877	333 33⅓
"		1 certificate, $140, Houston & G't Northern R. R., funded interest	46 66⅔
"		1 bond, $1,000, Houston & G't Northern R. R., conv. 8% mtge., No. 608, interest certif. to Aug. 1878, coupon on Aug. 1878	333 33⅓
"		1 certificate, $320.00, Houston & G't Northern R. R., for funded interest	106 66⅔
"		2 bonds, $1,000 each, city of Augusta, Ga., 7%, Nos. 216 & 167, coupons on M'ch and Ap'l, 1877	666 66⅔
"		1 bond, $1,000, International & G't Northern R. R. 1st mtge. 7% gold, No. 1848, interest funded to Ap'l, 1877, coupon on Ap'l, 1877	333 33⅓
"		1 certificate, $140, International & G't Northern R. R. for funded int	46 66⅔
"		1 bond, $1,000, International & G't Northern R. R. Conv. 8% mtge., interest funded to Aug., 1878, with 7% interest certif. from May, 1876, No. 1182, coupon on Aug., 1878	333 33⅓
"		1 certificate, $320, International & G't Northern R. R. for interest	106 66⅔
"		2 bonds, $1,000 each, Marietta & Cincinnati R. R. 3d mtge. 8% Nos. 2420 & 2421, interest p'd to Jan'y, 1876, coupons on July, 1877	666 66⅔
"		1 bond, $1,000, Louisiana & Missouri River R. R. 1st mtge. 7%, No. 1528, coupon on Feb'y, 1877	333 33⅓
"		1 coupon, $35.00, unpaid Louisiana & Missouri R. R. R., due Feb'y 1	11 66⅔
"		1 bond, $1,000, St. Louis & Iron Mtn. R. R., Ark. branch, 1st mtge., No. 170, with certif. and ½ p'd coupon, coupon on June, 1877	333 33⅓
"		1 certificate, $105, St. Louis & Iron Mtn. R. R., Ark. branch, for funded int	35 00
"		1 one-half unpaid coupon, $17.50, St. Louis & Iron Mtn. R. R., Ark. branch	5 83⅓
"		2 bonds, $1,000 each, Tebo & Neosho R. R. 1st mtge. 7% gold, Nos. 14 & 15, coupons on Dec., 1874	666 66⅔
"		10 unpaid coupons, $350 gold, Tebo & Neosho R. R. to Dec. 1876	116 66⅔
"		1 bond, $1,000, Selma, Rome & Dalton R. R. 1st mtge. 7%, No. 2901, coupon on Oct., 1871	333 33⅓
"		11 unpaid coupons, $385, Selma, Rome & Dalton R. R.	128 33⅓
"		2 bonds, $1,000 each, Illinois & St. Louis Bridge Co. 2d mtge. 7% gold, interest paid to M'ch 1875, Nos. 95 & 96, coupons on M'ch, 1875	666 66⅔
"		8 unpaid coupons, $280, Illinois & St. Louis Bridge Co., gold	93 33⅓
"		1 bond, $1,000, Placerville & Sacramento R. R. 1st mtge., No. 342, coupon on July, 1866	333 33⅓
		Carried forward	$81,318 33⅓

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1877.		Amount brought forward	$81,318 33⅓
Feb.	17.	22 unpaid coupons, Placerville & Sacramento R. R., $1,100.00	366 66⅔
"		2 bonds, $1,000 each, Toledo, Canada Southern & Detroit R. R., 1st mtge. 7% gold, with 2 certificates, Nos. 310 and 821, coupons on July 1875	666 66⅔
"		8 unpaid coupons, $280 gold, Toledo, Canada So. & Detroit R. R.	93 33⅓
"		1 bond, $1,000, Baring Cross Bridge Co., 1st mtge, 7%, No. 32, with coupons on since Dec. 1875	333 33⅓
"		3 unpaid coupons $105.00 gold, Baring Cross Bridge Co.	35 00
"		1 bond, $1,000, Red River Iron Mfg. Co., 8% mtge. No. 297, with coupons on since Dec. 1873	333 33⅓
"		7 unpaid coupons, $280.00, Red River Iron Mfg. Co.	93 33⅓
"		2 bonds, $1,000 each, International Ocean Telegraph Co., 7% gold, Nos. 44 and 45, coupons on July 1877	666 66⅔
"		2 bonds, $1,000 each, Houston & Texas Central R. R., 2nd mtge. con. 8%, Nos. 185 and 186, coupons on Ap'l 1877	666 66⅔
"		2 bonds, $1,000 each, Central R. R. & Bkg. Co. of Ga., 7% mtge., interest paid to Jan'y 1876, Nos. 1055 and 1056, coupons on July 1877	666 66⅔
"		1 bond, $1,000 Chic., Mil. & St. Paul R. R., La Crosse div'n 1st mtge., 7%, No. 1641. Coupon on July, 1877	333 33⅓
"		1 bond, $1,000, Ohio & Mississippi R. R., 2d mtge. conv. 7%, No. 3312. Coupon on April, 1877	333 33⅓
"		2 bonds, $1,000 each, Central Pacific R. R., 1st mtge. 6%, gold, Nos. 12970 and 15579. Coupons on July, 1877	666 66⅔
"		2 bonds, $1,000 each, Georgia State, 7%, Nos. 1312 and 1385. Coupons on April, 1877	666 66⅔
"		2 bonds, $1,000 each, Arkansas State, 6%, Nos. 1614 and 1693. Coupons on Jan., 1873	666 66⅔
"		18 unpaid coupons, $540. Arkansas State bonds	180 00
"		2 bonds, $1,000 each, Houston City Street R. R., 8%, gold, Nos. 26 and 27. Coupons on July, 1877	666 66⅔
"		2 bonds, $1,000 each, Cairo & Fulton R. R., 1st mtge., 7%, gold, with 2 certifs. for funded interest and 2 half-paid coupons, Nos. 1484 and 1485. Coupons on July, 1877	666 66⅔
"		2 certificates, $105 each, Cairo & Fulton R. R., for funded interest	70 00
"		2 half-unpaid coupons, $17.50 gold each	11 66⅔
"		2 bonds, $500 each, Macon & Brunswick R. R., endorsed 1st mtge. 7%, Nos. 637 and 638. Coupons on July, 1873	333 33⅓
"		16 unpaid coupons, $17.50 each, Macon & Brunswick 2 bonds	93 33⅓
"		2 bonds, $1,000 each, Galveston, Houston & Henderson R. R., 1st mtge., Nos. 929 and 930. Coupons on July, 1877	666 66⅔
"		1 bond, $1,000, New Orleans, Jackson & G't Northern R. R., 7% conv., mtge., No. 4977. Coupons on Jan., 1876	333 33⅓
"		3 unpaid coupons, $35 each, New Orleans, Jackson & G't Northern R. R.	35 00
"		2 bonds, $1,000 each, South Carolina State consols, 6% with 2 coupons for 1876, loose on each bond Nos. 751 and 752. Coupons on Jan., 1877	666 66⅔
"		6 unpaid coupons, $30 each, South Carolina State bonds	60 00
"		1 bond, $1,000, Louisiana State consol, 7%, No. 3555. Coupon on July, 1877	333 33⅓
"		4 bonds, $500 each, South Carolina R. R., 2d mtge. 7%, Nos. 610, 611, 612 and 613. Coupons on April, 1877	666 66⅔
		Carried forward	$92,690 00

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		Amount brought forward	$92,690 00
1877.			
Feb.	17.	2 bonds, $1,000 each, New Orleans, Jackson & Gt. Northern R. R. 8% mtge., with 8% interest certificate, Nos. 645 & 646, coupons on April, 1877	666 66⅔
"		1 bond, $1,000, Mississippi Central R. R. 2d mtge., with 2 past-due coupons loose, No. 777, coupon on Feb'y, 1877	333 33⅓
"		3 unpaid coupons, $40.00 each, Mississippi Central R. R. bond	40 00
"		2 bonds, $1,000 each, Memphis & Charleston R. R. 1st mtge., Nos. 760 & 761, coupons on May, 1877	666 66⅔
"		4 bonds, $500 each, Mississippi & Tennessee R. R. 8% mtge., Nos. 215, 216, 217 & 272, coupons July, 1877	666 66⅔
		The following stocks were received by Albert J. Graeffe from Edward H. Ammidoun, administrator of the estate of James G. Garner, deceased, as Mary J. Graeffe's distributive share therein:	
May	16.	20 shares, $100 each, New Jersey Southern R. R. Co. Certif. No. 2094	2,000 00
"		10 shares, $50 each, Manhattan Quotation Telegraph Co. Certif. No. 336	500 00
"		6 shares, $100 each, Christopher & 10th Street R. R. Co. Certif. No. 204	600 00
"		100 shares, $100 each, Minnesota Railway Construction Co. Certif. No. 220	10,000 00
"		25 shares, $100 each, Hastings & Dakota Railway Co., preferred. Certif. No. 35	2,500 00
"		33 shares, $100 each, McGregor & Missouri River R. R. Co. (formerly called McGregor & Sioux City R. R. Co.) Certif. No. 66	3,300 00
"		1 share, $100, Louisiana & Missouri River R. R. Co. Certif. No. 559	100 00
"		4 shares, $100 each, Louisiana & Missouri River R. R. Co. Preferred. Certif. No. 473	400 00
"		26 shares, $25 each, Memphis & Charleston R. R. Co. Certif. No. 289	650 00
"		13 shares, $100 each, Baring Cross & Bridge Co. Certif. No. 39	1,300 00
"		3 shares, $100 each, Central R. R. & Bkg. Co. of Ga. Certif. No. 8244	300 00
"		46 shares, $100 each, St. Louis, Iron Mtn. & Southern R'y Co. Certif. No. 01024	4,600 00
		The following stocks, called "fractional stocks," were received by Albert J. Graeffe from Edward H. Ammidoun, administrator of the estate of James G. Garner, deceased, to be sold, and the proceeds distributed by said Graeffe—one-third share each to Caroline L. G. Scott, William H. Garner and Mary J. Graeffe:	
May	17.	1 share, $100, McGregor & Missouri River R. R. Co. Certif. No. 67	33 33⅓
"		1 share, $100, Louisiana & Missouri River R. R. Co. Certif. No. 568	33 33⅓
"		2 shares, $25 each, Memphis & Charleston R. R. Co.	
		Carried forward	$121,380 00

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		Amount brought forward	$121,380 00
1877.			
May	17.	Certif. No. 286	16 66⅔
"		1 share, $100, Baring Cross Bridge Co. Certif. No. 48	33 33⅓
"		1 share, $100, Central R. R. & Bkg. Co. of Ga. Certif. No. 8256	33 33⅓
"		2 shares, $100 each, St. Louis, Iron Mtn. & Southern R'y Co. Certif. No. 01033	66 66⅔

June 9. Cash received by Albert J. Graeffe from Edward H. Ammidoun, administrator of the estate of James G. Garner, deceased, the same being Mary J. Graeffe's distributive share in the proceeds of "invisible bonds & stocks" sold at auction on June 6, 1877, by Adrian H. Muller & Son, auctioneers, at No. 111 Broadway, N. Y., by order of said administrator $2,284 95

June 25. Cash received by Albert J. Graeffe from Edward H. Ammidoun, administrator of the estate of James G. Garner, deceased, the same being Mary J. Graeffe's distributive share in the $110,175.02 cash on hand in said estate..... 7,219 20

1878.

Ap'l 26. 47 shares, $100 each, St. Louis, Iron Mtn. & Southern R'y Co., received by Albert J. Graeffe from Edward H. Ammidoun, administrator, the same being Mary J. Graeffe's share in 712 shares of said stock taken in part payment of the $37,785.00 mtge. held by said adm'r against D. C. Blodgett..... 4,700 00

" 1 share, $100, St. Louis, Iron Mtn. & Southern R'y Co., received by Albert J. Graeffe from Edward H. Ammidoun, adm'r, being the "fractional stock" of the 712 shares from the settlement of Blodgett mtge. on account thereof..... 33 33⅓

May 4. Cash received from Edward H. Ammidoun, ad'r, by Albert J. Graeffe for Mary J. Graeffe's share in the $1,322.50 interest paid on the "Blodgett mtge.," less $522.76, paid by adm'r for referee's fees, &c., at surrogate's..... 51 30

1880.

May 15. Cash received from Edward H. Ammidoun, ad'r, by Albert J. Graeffe for Mary J. Graeffe's share in the balance of the "Blodgett mtge.," $26,613.23..... 1,774 23

The following is the property of Mary J. Graeffe, real and personal, other than that received from her uncle's estate as above, and which property was also received by Albert J. Graeffe:

Mansion house and other buildings, and about 30 acres of land at Garnerville, N. Y., which property Mary J. Graeffe inherited from her father, the late Henry Garner; her share therein 10,000 00

Brick yards and river-front property at Haverstraw, N. Y., which property Mary J. Graeffe inherited from her father, the late Henry Garner; her share therein..... 7,500 00

Cash received from James G. Garner, adm'r of the estate of James Garner, dec'd, Mary J. Graeffe's grandfather, by Albert J. Graeffe..... 2,792 78

Cash received from Wm. H. Garner, executor of the estate of Caroline Chapman, dec'd, by Albert J. Graeffe for Mary J. Graeffe's claim against Mrs. Chapman's (Mrs. Graeffe's mother) estate 500 00

Cash received from Seamen's and Brooklyn savings banks by Albert J. Graeffe..... 2,600 00

U. S. Gov't 4½ bond, $500, @ 101⅛ & coupon, by Albert J. Graeffe..... 514 38

Total par value of property received by Albert J. Graeffe belonging to Mary J. Graeffe $161,500 17½

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Showing in what manner the property of Mary J. Graeffe, as described in the inventory, of her distributive share in the estate of her uncle, the late James G. Garner, and from her father's estate, the late Henry Garner, and from other sources, and her other property, as per Schedule A, was dealt with by Albert J. Graeffe, as entered in Mary J. Graeffe's books and turned into money by him.

1870.				
June	28.	Cash from James G. Garner, administrator of estate of James Garner, dec'd, Mrs. Graeffe's grandfather	.....	$2,500 00
1875.				
Ap'l	17.	Cash from Wm. Cobb, the same being the purchase-money from the sale of Mary J. Graeffe's brick yard and river-front property at Haverstraw, N. Y.	.....	7,500 00
1876.				
Dec.	7.	Cash from Edward H. Ammidoun, administrator of estate of James G. Garner, dec'd, the same being amount due Mary J. Graeffe for her share in the balance of the estate of her grandfather, the late James Garner, of which James G. Garner was administrator	.....	292 78
1877.				
Feb.	13.	Cash from Edw'd H. Ammidoun, adm'r, on account of Mary J. Graeffe's share in $110,175.02 cash in estate of Jas. G. Garner, her share being $7,219.20 therein	.....	3,000 00
"	14.	Cash from collection of two coupons of Western Union R. R. bonds, due Feb'y 1	.....	70 00
"	15.	Cash from Edw'd H. Ammidoun on account of Mary J. Graeffe's share in above-mentioned $110,175.02 cash in estate of Jas. G. Garner	.....	2,000 00
342		Amount carried forward	.....	$15,362 78
		Amount brought forward	.....	$15,362 78
Feb.	16.	Cash from Union Trust Co. from collection of coupons of Missouri, Kansas & Texas R. R. bonds, on ac	.....	126 60
"	"	Cash from Dry Goods bank from collection of coupons of Baring Cross Bridge Co. bond	.....	105 00
"	17.	Cash from Dry Goods bank from collection of coupons of Tebo & Neosho R. R. bonds, 3 @ $35 gold, $105	.....	114 71
"	"	Cash from Dry Goods bank from collection of coupons of Baring Cross Bridge Co. bond	.....	35 00
"	19.	Cash from Vermilye & Co., bankers, from collection of coupons of Tebo & Neosho R. R. bonds, $175 gold	.....	192 38
M'ch	1.	Cash from Dry Goods bank from collection of coupons of city of Augusta bonds, $215, less 25c. charges	.....	34 75
"	14.	Cash from Jas. S. Sandford from collect'n by him of coupons of "fractional bonds," belonging one-third each to Caroline L. Scott, William H. Garner and Mary J. Graeffe, the latter share	.....	25 27
Ap'l	1.	Cash from Dry Goods bank from collection of the following coupons:		
		Chic., Mil. & St. Paul R. R. 2d mtge. bonds, 9 @ $35	.....	315 00
		South Carolina R. R. 2d mtge. bond	.....	17 50
		New Orleans, Jackson & Gt. Northern R. R. bonds	.....	80 00
		City of Augusta bond $166, less 25c. chgs	.....	34 75

Ap'l	3.	Cash from International & Gt. Northern R. R. Co. for interest on certif. No. 427 of Houston & Gt. Northern R. R. Co., 6 mos. @ 7 % gold	.....	$15 42
"	14.	Sale by Vermilye & Co. of "fractional bonds" and coupons belonging to Caroline L. Scott, William H. Garner and Mary J. Graeffe, one-third to each, as follows:		
		$2,000 Central Pac. R. R. bonds, Nos. 12970 & 15579, @ 106	$2,120 00	
			$2,120 00	$16,459 16
343				
1877.				
M'ch	14.	Amounts brought forward	$2,120 00	$16,459 16
		$2,000 Georgia State 7 % bonds, Nos. 1312 & 1385, @ 106¾	2,135 00	
		$1,000 Chic., Mil. & St. Paul R. R. I. & M. divn. bond, No. 7522, @ 86	860 00	
		$1,000 Chic., Mil. & St. Paul R. R., La Crosse div. bond, No. 1641, @ 99¾	997 50	
		1 coupon, city of Augusta bond, No. 216, less 25c. chgs.	34 75	
		$1,000 Chic., Mil. & St. Paul R. R. 2d mtge. bond, No. 823, @ 90	900 00	
		$1,000 Chic., Mil. & St. Paul R. R. C. & M. div. bond, No. 1918, @ 98	980 00	
		$1,000 Chic., Mil. & St. Paul R. R. gold mtge. bond, No. 2187, @ 89½	895 00	
		$2,000 Central R. R. & Bkg. Co. of Ga. bonds, Nos. 1055–'6, @ 97½	1,950 00	
		$2,000 Tebo & Neosho R. R. bonds, Nos. 14 & 15, @ 83	1,660 00	
		$1,000 Chic., Mil. & St. Paul R. R. gold mtge. bond, No. 2188, @ 89	890 00	
		$2,000 Mem. & Charleston R. R. bonds, Nos. 760–'1, @ 83	1,660 00	
		$2,000 International Ocean Tel. bonds, Nos. 44–'5, @ 99	1,980 00	
		$2,000 city of St. Paul bonds, Nos. 248–'9, @ 87½ & int	1,792 07	
		$1,000 Macon & Brunswick R. R. bonds, Nos. 637–'8, @ 100	1,000 00	
		$1,000 Louisiana & Mo. R. R. R. bond, No. 1528, @ 86	860 00	
		2 coupons New Orleans, Jackson & Gt. Northern R. R.	80 00	
		1 coupon South Carolina R. R.	17 50	
		On ac. of 16 coupons of Macon & Brunswick R. R.	170 00	
		1 coupon city of Augusta bond, less chgs. 25c.	34 75	
		$2,000 city of Augusta bonds, Nos. 167 & 216, @ 84½	1,690 00	
		$1,000 Ohio & Mississippi R. R. bond, No. 3312, @ 46¼	461 25	
		$1,000 Mississippi Central R. R. bond, No. 777, @ 63	630 00	
		$2,000 Cairo & Fulton R. R. bonds, Nos. 1484–'5, @ 54	1,080 00	
		$1,000 St. Louis, Iron Mountain & So. R. R. (Ark. Br.) bond, No. 170, @ 54	540 00	
		$2,000 New Orleans, Jackson & Gt. No. R. R. bonds, Nos. 645–'6, @ 72	1,440 00	
		$2,000 Illinois & St. Louis Bridge Co. bonds, Nos. 95–'6, @ 18	360 00	
		$1,000 Baring Cross Bridge Co. bond, No. 32, @ 77½	775 00	

		$1,000 International & Gt. No. R. R. bond, No. 1848, @ 66	$660 00	
		$1,000 International & Gt. No. R. R. conv. 8 % bond, No. 1182, @ 30	300 00	
M'ch	18.	$1,000 Houston & Gt. No. R. R. bond, No. 608, @ 28	280 00	
"	25.	$4.90 gold credited by Vermilye & Co.	5 25	
			$29,238 07	
		Less Vermilye & Co.'s charges	92 50	
			$29,145 57	
		Amounts carried forward	$29,145 57	$16,459 16
344				
1877.				
M'ch	25.	Amounts brought forward	$29,145 57	$16,459 16
		Mary J. Graeffe's one-third share	9,715 20	9,715 20
May	31.	Cash from Dry Goods bank from collection of coupons of Tebo & Neosho R. R. bonds, $105 gold	.....	111 17
"	"	Coupon of Baring Cross Bridge Co.	.....	35 00
June	1.	Sale by Vermilye & Co. of $8,000 Chic., Mil. & St. Paul R. R. I. & M. divn. 1st mtge. bonds, Nos. 7467, 7468, 7469, 7517, 7518, 7519, 7520, & 7521, belonging to Mary J. Graeffe, @ 90, less chgs	.....	7,190 00
"	9.	Sale by Vermilye & Co. of $5,000 of the $9,000 Chic., Mil. & St. Paul R. R. 2d mtge. bonds, Nos. 580, 806, 807, 810, 811, 812, 813, 814 & 815, leaving $4,000 unsold, $5,000 @ 91, less chgs	.....	4,543 75
"	"	Cash from Ed. H. Ammidoun, adm'r, being Mary J. Graeffe's share in the proceeds from sale at auction of "indivisible bonds & stocks" sold by order of the adm'r.	.....	2,284 95
July	2.	Sale by Vermilye & Co. of $4,000 of the Chic., Mil. & St. Paul R. R. 2d mtge. bonds, Nos. given in item of June 9 above, $4,000, @ 91	.....	3,635 00
"	"	Cash from Ed. H. Ammidoun, adm'r, for balance of Mary J. Graeffe's share in the $110,175.02 cash in the estate	.....	2,219 20
"	3.	Cash from Dry Goods bank from collection of coupons, as follows:		
		Union Pacific R. R. bonds, $60 gold	.....	63 09
		Chic., Mil. & St. Paul R. R. 1st mtge., $70 gold	.....	73 67
		Galveston, Houston & Henderson R. R., $70 gold	.....	73 67
		Houston & Gt. Northern R. R. bonds	.....	105 00
		Mississippi & Tennessee R. R. bonds, less chgs	.....	59 75
		Louisiana State consol	.....	35 00
		Chic., Mil. & St. Paul R. R. H. & D. div. bond	.....	35 00
"	"	Cash from International & Gt. No. R. R. Co. for interest on certif No. 394, $24.50 gold	.....	25 75
		Amount carried forward		$46,664 36
345				
1877.				
July	3.	Amount brought forward		$46,664 36
"	"	Collection by Vermilye & Co. of 3 coupons of Chic., Mil. & St. Paul R. R. C. & M. divn. bonds	.....	105 00

July	13.	Sale by Vermilye & Co. of $2,000 Union Pacific R. R. 1st-mtge. bonds, Nos. 16852 & 17266, belonging to Mary J. Graeffe, @ 105¾, less chgs	.....	$2,112 50
"	"	Sale by Vermilye & Co. of $1,000 Chic., Mil. & St. Paul R. R. bond H. & D. divn., No. 1918 @ 86, less chgs., belonging to Mary J. Graeffe	.....	858 75
"	19.	Cash from Levy & Borg, bankers, from sale of $2,000 city of Augusta bonds, Nos. 166 & 215, belonging to Mary J. Graeffe, @ 84½	.....	1,685 00
"	21.	Sale by Vermilye & Co. of $1,000 Chic., Mil. & St. Paul R. R. bond, C. & M. divn., No. 1908, belonging to Mary J. Graeffe, @ 99, less chgs	.....	988 75
"	24.	Sale by Vermilye & Co. of the following coupons, &c., of "fractional bonds," belonging to Caroline L. Scott, Wm. H. Garner and Mary J. Graffe—one-third to each:		
		1 coupon Louisiana State consol	$35 00	
		2 " Houston city R. R. bonds, $80 gold, @ 105½	84 20	
		2 coupons Galveston, Houston & Henderson R. R. $70 gold	73 68	
		1 coupon Mississippi & Tennessee R. R., less chgs	19 90	
		2 coupons Houston & Texas Central R. R.	80 00	
		On ac. of coupons Macon & Brunswick R. R.	52 50	
			$345 28	
		Mary J. Graeffe, one-third share	115 08	115 08
"	28.	Sale by Levy & Borg of $2,000 Galveston, Houston & Henderson R. R. bonds, Nos. 645 & 926, belonging to Mary J. Graeffe, @ 75, less chgs	.....	1,497 50
"	"	Sale by Levy & Borg of the following "fractional bonds," belonging to Caroline L. Scott, Wm. H. Garner and Mary J. Graeffe—one-third to each:		
		$2,000 Galveston, Houston & Henderson R. R., Nos. 929–'30, @ 75, less chgs	$1,497 50	
		Amounts carried forward	$1,497 50	$54,026 94

1877.

July	28.	Amounts brought forward	$1,497 50	$54,026 94
		$1,000 New Orleans, Jackson & Gt. No. R. R. bond, No. 4977, @ 25¾	257 50	
			$1,755 00	
		Mary J. Graeffe's one-third share	585 00	585 00
Aug.	10.	Collection of 2 coupons Western Union R. R. bonds	.....	70 00
"	22.	Sale by Vermilye & Co. of $2,000 Chic., Mil. & St. Paul R. R. bonds, C. & M. div., Nos. 1910 & 1913, belonging to Mary J. Graeffe, @ 99½, less chgs	.....	1,992 50
"	23.	Sales by Vermilye & Co. of $1,000 Chic., Mil. & St. Paul R. R. 1st-mtge. gold bond, No. 2197, @ 92½	.....	921 25
		And St. Paul R. R. 1st mtge. gold bond, No. 2198, @ 92, less chgs.; belonging to Mary J. Graeffe	.....	918 75

Sept.	24.	Sales by Levy & Borg of the following "fractional bonds" belonging to Caroline L. Scott, Wm. H. Garner and Mary J. Graeffe—one-third to each:		
		$500 Mississippi & Tennessee R. R. bond, No. 272 @ 72¾	$363 75	
		$2,000 Houston & Texas Central R. R. bonds, Nos. 185-'6, @ 63	1,260 00	
		$2,000 Houston City R. R. bonds, Nos. 26-'7, at 82	1,640 00	
		$1,000 Houston & Gt. No. R. R. bond, No. 1944, @ 61¾	617 50	
			$3,881 25	
		Mary J. Graeffe's one-third share	1,293 75	$1,293 75
"	26.	Sale by Levy & Borg of $3,000 Houston & Gt. Northern R. R. bonds, Nos. 1941, 1942 & 1943, belonging to Mary J. Graeffe, @ 63		1,890 00
Oct.	13.	Collection of coupon South Carolina R. R.		17 50
"	"	" " 2 " N. O., Jackson & Gt. No. R. R.		80 00
"	15.	Sale by Levy & Borg of $2,000 New Orleans, Jackson & Gt. Northern R. R. bonds, Nos. 1218-'19, belonging to Mary J. Graeffe, @ 80½, less chgs		1,607 50
Dec.	1.	Collection of following coupons:		
		2 coupons Tebo & Neosho R. R. bonds, gold		105 00
		10 coupons, ½ paid, St. Louis, Iron Mtn. & So. R. R., gold		175 00
		4 coupons, ½ paid, Cairo, Ark. & Tex. R. R., gold		70 00
		Amount carried forward		$63,753 19

347

1877.

Dec.	1.	Amount brought forward		$63,753 19
"	"	Collection of 2 coupons of St. Louis, Iron Mtn. & Southern R. R. bond, ½ paid, gold		35 00
"	"	Interest on 5 certificates of St. Louis, Iron Mtn. & So. R. R. @ 87.35, gold		36 75
"	"	Interest on 2 certifs. of Cairo, Ark. & Texas R. R., @ 87.35 gold		14 70
"	"	Interest on 1 certif. of St. Louis, Iron Mtn. & So. R. R., Ark. branch, gold		7 35
"	"	Premium on $443.80 gold, @ 2⅝%		11 65
"	21.	Collection of coupons as follows:		
		1 coupon Baring Cross Bridge Co.		35 00
		4 " Greenville & Columbia R. R. bonds, less chgs		69 00
"	"	Sale by Wm. H. Gladwin & Co., bankers, of the following "fractional bonds" belonging to Caroline L. Scott, Wm. H. Garner and Mary J. Graeffe:		
		$2,000 Toledo, Canada, Southern & Detroit R. R. bonds, Nos. 310 & 821, @ 40, less chgs	797 50	
		Mary J. Graeffe's one-third share	265 83	265 83
"	"	Sale by Levy & Borg of the following "fractional bonds" belonging to Carolina L. Scott, Wm. H. Garner & Mary J. Graeffe:		
		$500 South Carolina R. R. 2d-mtge. bond, No. 613 @ 37¾	$188 75	

		$1,000 St. Louis, Iron Mtn. & So. R. R. bond, No. 1408, @ 44¾	$447 50	
			$636 25	
		Mary J. Graeffe's one-third share	212 09	$212 09
1878.				
Jan.	10.	Collection of 1 coupon Louisiana State Con	.....	35 00
"	29.	Sale by Wm. H. Gladwin & Co. of $3,000 Mississippi Central R. R. bonds, Nos. 517, 521 & 780, belonging to Mary J. Graeffe @ 88, less chgs	.....	2,636 25
"	"	Sale by Wm. H. Gladwin & Co. of $1,500 Mississippi & Tenn. R. R. bonds, Nos. 217 & 872, belonging to Mary J. Graeffe, @ 76¼, less chgs	.....	1,138 13
"	"	Collection of 2 coupons Miss. & Tenn. bonds	.....	60 00
		Amount carried forward		$68,309 94
348				
1878.				
Jan.	29.	Amount brought forward		$68,309 94
"	30.	Sale by Wm. H. Gladwin & Co. of the following bonds belonging to Mary J. Graeffe:		
		$2,000 International & Gt. Northern R. R., Nos. 1180–'1, @ 23	.....	457 50
		$1,000 Baring Cross Bridge Co. No. 31, @ 75	.....	748 75
"	"	Collection of interest on certif. of International & Gt. Northern R. R., $420, for July, 1877, & Jan'y, 1878	.....	30 84
Feb'y	9.	Collection of 2 coupons of Missouri. Kan. & Texas R. R. bonds, ½ paid, gold	40 00	
		On International & Gt. No. R. R. certif., gold	24 50	
		Premium on gold, $64.50, @ 102	1 29	
				65 79
		Collection of dividend on Central R. R. & B'k'g Co. stock	.....	7 50
"	18.	Sale to Henry G. Marquand of 13 shares Baring Cross Bridge stock, certif. No. 39, belonging to Mary J. Graeffe, @ 20	.....	260 00
"	23.	Sale by Wm. H. Gladwin & Co. of the following bonds belonging to Mary J. Graeffe:		
		$2,000 Western Union R. R. bonds, Nos. 3287–'8, @ 75¼	.....	1,502 50
		$1,000 Louisiana State consol, No. 3554, @ 84¾	.....	842 50
		2 coupons Western Union R. R. bonds	.....	70 00
"	25.	$3,000 Tebo & Neosho R. R. bonds, Nos. 13–'15, @ 90	.....	2,696 25
"	"	Collection from Caroline L. Scott for the difference in favor of Mary J. Graeffe in the division of the following "fractional bonds" belonging to Caroline L. Scott, Wm. H. Garner and Mary J. Graeffe – one-third to each; Mrs. Scott takes the $1,000 Louisiana State consol bond, No. 3555, @ 77½, Wm. H. Garner the $1,000 South Carolina State consol bond, No. 752, @ 65, and Mary J. Graeffe the $1,000 South Carolina State consol bond, No. 751 @ 65	.....	35 17
		Amount carried forward		$75,026 74

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1878.				
M'ch	2	Amount brought forward		$75,026 74
"	"	Sale by Levy & Borg of $2,000 South Carolina State consols bonds Nos. 750, 751, belonging to Mary J. Graeffe, 66 66		1,320 00
May	4.	Collection from E. H. Annisdown, adm'r for Mary J. Graeffe's share in $769.54 int. on the Blodgett mtge. held by estate of James G. Garner, dec'd		51 30
"	"	Collection of five coupons ½ paid, due May 1, 1878, of St. Louis, Iron Mtn. & Southern R. R. bonds at $17.50 each, gold		87 72
July	1.	Sale to Caroline L. Scott, of Mary J. Graeffe's share in the mansion house, out-buildings, and thirty acres of land at Garnerville, Rockland county, N. Y., inherited from her father, the late Henry Garner, at $10,000 cash		10,000 00
"	"	Sale to Vermilye & Co. of gold check collected from St. Louis, Iron Mtn. & Southern R. R. Co. for coupon ½ paid of Ark. branch bond	$17 50	
		And coupons ½ paid of Cairo, Ark. & Texas R. R.	35 00	
			$52 50	
		Prem'm on $52.50 gold at 109½	46	
				52 96
"	16.	Collection of interest on $700 certif. of International & Gt. No. R. R. Co. for Jany. & July		51 50
"	26.	Sale by Levy & Borg of $1,000 of the $5,000 International & Gt. Northern R. R. 1st mtge. bonds Nos. 1843-1847, belonging to Mary J. Graeffe, No. 1843, $1,000 at 65 less chgs.		648 75
"	31.	Sale by Levy & Borg of $1,000 Marietta & Cincinnati R. R., 3d-mtge. bond No. 2419, belonging to Mary J. Graeffe at 13⅝		136 25
		And sale of the "fractional bonds," $2,000, Mar. & Cin. R. R. 3d-mtg. bonds Nos. 2420 '21, belonging to Caroline L. Scott, Wm. H. Garner & Mary J. Graeffe at 13⅝	272 50	
		Mary J. Graeffe one-third share	90 84	90 84
		Amount carried forward		$87,466 06

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1878.				
July	31.	Amount brought forward		$87,466 06
Aug.	8.	Sale to Levy & Borg of the following bonds belonging to Mary J. Graeffe: $5,000 St. Louis, Iron Mtn. & Southern R. R. bonds Nos. 1398, 1399, 1400, 1401 & 1402 at 55		2,750 00
		$2,000 Cairo, Ark. & Texas R. R. bonds Nos. 612 '13 & 55½		1,102 50
		$1,000 St. Louis, Iron Mtn. & Southern R. R. bond No. 160 at 65¼		651 25
"	"	Collection of the following coupons:		
		10 coupons ½ paid St. Louis, Iron Mtn. & So. R. R., due May & Nov., 1877		175 00
		4 coupons ½ paid Cairo, Ark. & Texas R. R., due May & Nov., '77		70 00
		2 coupons ½ paid St. Louis, Iron Mtn., Ark. br. R. R., due May & Nov., 1877		35 00
		5 coupons ½ paid St. Louis, Iron Mtn. & So. R. R., due May, '78		87 50
		2 coupons ½ paid Cairo, Ark. & Texas R. R., due June, '78		70 00

		1 coupon ½ paid St. Louis, Iron Mtn., Ark. br., due June, '78		835 00
		Interest on certificates of above		58 40
Sept.	4.	Sale to Levy & Borg of the $4,000.00 International & Gt. Northern R. R. 1st-mtge. bonds Nos. 1844, 1845, 1846 & 1847, belonging to Mary J. Graeffe		3,435 00
1879.				
July	29.	Cash in Seamen's Savings bank	8900 00	
"	"	" " Brooklyn " "	1,700 00	
		U. S. 4 % $500 bond & coupon	514 38	
		The above, belonging to Mary J. Graeffe, and left in charge of A. J. Graeffe while she was in Europe from May to Oct., 1879		3,114 38
"	"	Settlement with Wm. H. Garner, ex'r of estate of the late Caroline Chapman, Mary J. Graeffe's mother and guardian, for Mary J. Graeffe's claim against said estate for rents, &c., collected from the estate of her father		500 00
		Amount carried forward		99,550 09

1879.				
Aug.	4.	Amount brought forward		99,550 09
"	"	Sale to Vermilye & Co. of 93 shares of St. Louis, Iron Mtn. & Southern Ry. Co. stock belonging to Mary J. Graeffe, namely, 46 shares certif. No. 01024, & 47 shares of the 712 shares from Blodgett mortgage settlement, 93 shares at 28½		2,615 62
1880.				
Feb'y	6.	Sale to Geo. Wm. Ballou & Co. of $2,000 Missouri, Kan. & Texas Ry. bonds Nos. 14352 '3, belonging to Mary J. Graeffe, at 104½		2,092 50
"	9.	Collection of coupons from the $2,000 Missouri, Kan. & Texas Ry. bonds		80 00
"	20.	Sale to Geo. Wm. Ballou & Co. of $397.82 scrip of Missouri, Kan. & Texas Ry., belonging to Mary J. Graeffe, and rec'd by A. J. Graeffe from the Union Trust Co. for defaulted coupons of said bonds, at 66½		264 55
M'ch	19.	Sale to Geo. Wm. Ballou & Co. of $496.00 scrip of Mobile & Ohio R. R. Co. 1st-mtge. 6%, belonging to Mary J. Graeffe, and rec'd by A. J. Graeffe from the Mobile & Ohio R. R. Co. on its reorganization, at 99		494 14
		Also to same, $600.00 debenture bond of Mobile & Ohio R. R. Co. at 6 %, belonging to Mary J. Graeffe, and rec'd by A. J. Graeffe from the Mobile & Ohio R. R. Co. on its reorganization (the above scrip and debenture was rec'd in exchange for and on surrender of the bond of Mobile & Ohio R. R. No. 624) at 73¾		508 01
May	15.	Collection from Ed. H. Ammidown, adm'r for Mary J. Graeffe's share in final settlement of the "Blodgett mtge."		1,774 23
Sept.	29.	Sale to Levy & Borg of $2,000 Greenville & Columbia R. R. 1st-mtge. bonds Nos. 1273, 1274, 1281 & 1384, belonging to Mary J. Graeffe, at 95		1,900 00
"	30.	Collection of dividend on Central R. R. & Bkg. Co., of Ga. stock from June, '78, to June, 1880		39 00
		Amount carried forward		109,318 14

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1880.		Amount brought forward		$109,318 14
Sept.	30.	Collection of dividend on "fractional stock" of Central R. R. & Bkg. Co. of Ga., belonging to Caroline L. Scott, Wm. H. Garner & Mary J. Graeffe, from Dec., 1877, to June, 1880	$20 50	
		Mary J. Graeffe's one-third share	6 84	6 84
Oct.	15.	Sale to Levy & Borg of the following bonds & stocks belonging to Mary J. Graeffe:		
		$2,000 New Orleans city bonds Nos. 1073 & 1308, at 33½		670 00
		$500 South Carolina R. R. 2d-mtge. bonds No. 612, at 75		375 00
		26 shares Memphis & Charleston R. R. stock, at 36		252 00
		3 shares Central R. R. & Bkg. Co. of Ga., at 97		291 00
		And 1 share of Central R. R. & Bkg. Co. of Ga. "fractional stock," belonging to Caroline L. Scott, Wm. H. Garner & Mary J. Graeffe, at 97	97 00	
		Mary J. Graeffe's one-third share	32 33	32 33
				$110,945 31
		Add interest		24,566 75
				$135,512 06

CONTRA.

1876.				
Dec.	7.	Cash paid to Mary J. Graeffe	292 78	
1877.				
M'ch	22.	Tebo & Neosho R. R. bonds, $2,000 at 83	1,660 00	
June	5.	Cash paid to Mary J. Graeffe	600 00	
"	22.	" " " "	5,400 00	
Sept.	24.	Interest paid to Vermilye & Co.	295 34	
1878.				
Ap'l	9.	Cash paid for Mary J. Graeffe	80 78	
July	1.	Interest paid Mary J. Graeffe, on ac	350 00	
Dec.	20.	Cash " for " "	50 08	
1880.				
Jan'y	10.	" " " " "	47 92	
M'ch	4.	" " " " "	11 21	
1881.				
Feb'y	4.	" " to " "	2,000 00	
"	"	Interest " " " "	20 67	
"	21.	Cash " " " "	3,500 00	
"	"	Interest " " " "	58 33	
"	24.	Cash " " " "	4,000 00	
"	"	Interest " " " "	500 00	
"	"	Add interest	1,492 64	
"	"	Paid by transfer of personal property	7,315 15	
				27,674 90
				$107,837 16
"	26.	Cash loan from Mary J. Graeffe		1,500 00
		Balance due Mary J. Graeffe		$109,337 16

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Mary J. Graeffe in Account with Albert J. Graeffe.

NOTE.—This account shows the moneys actually received by Albert J. Graeffe, as Mary J. Graeffe's agent and trustee, from the sales of her real and personal property and other sources, as per inventory in Schedule A, and the account of sales, collections, &c., in Schedule B; the items of the property, explanation of it, and reference to his dry-goods business books in the instances where the items appear therein.

1870.			
June	28.	Cash from James G. Garner, deposited by A. J. Graeffe in the Chemical bank to his own credit, as appears by his cash book	$2,500 00
1875.			
Ap'l	17.	Cash from Wm. Cobb, the same being the purchase-money from the sale to him of Mary J. Graeffe's brick-yard & river-front property at Haverstraw, N. Y. The check for the above was deposited by A. J. Graeffe in the Dry-goods bank to his own credit, as appears by Graeffe & Shaw check-book stub as follows: "1875, April 17, check from Wm. Cobb, $7,500.00	7,500 00
1876.			
Dec'r	7.	Cash from Edward H. Ammidoun, adm'r of estate of James G. Garner, dec'd, to settle Mary J. Graeffe's share in the late James Garner's estate	292 78
1877.			
Feb.	13.	Cash from Edward H. Ammidoun, adm'r, on account of Mary J. Graeffe's share in the $110,175.02 cash in his hands, her share thereof being $7,219.20	3,000 00
"	14.	Cash from collection of the 2 coupons of Western Union R. R. bonds	70 00
"	15.	Cash from Edward H. Ammidoun, adm'r, on account of Mary J. Graeffe's share in the $110,175.02 cash in his hands	2,000 00
"	16.	Cash from Union Trust Co. from collection of the coupons of Missouri, Kansas & Texas R. R. bonds	126 60
"	"	Cash from Dry-goods bank from collection of the coupons of Baring Cross Bridge Co. bonds	105 00
"	17.	Cash from Dry-goods bank from collection of the coupons of Tebo & Neosho R. R. bonds	114 71
"	"	Cash from Dry-goods bank from collection of 1 coupon of Baring Cross Bridge Co. bond	35 00
"	19.	Cash from Vermilye & Co. from collection of the coupons of Tebo & Neosho R. R. bonds	192 38
"	24.	Cash from Vermilye & Co. advanced to A. J. Graeffe on account of the securities belonging to Mary J. Graeffe in their hands as collateral. This $15,000.00, together with the $3,000 received by A. J. Graeffe on Feb'y 13, and the $2,000 Feb'y 15, 1877, making $20,000.00 in all, were used by him to repay the loan of Feb'y 7, 1876, to Mrs. S. C. Shaw. This loan appears in the stub of Dry-goods bank book by the following entry: "1876, Feb'y 7. Albert J. Graeffe, $20,000.00." And also in ledger No. 2, page 152: "Albert J. Graeffe, stock ac., 1876, Feb'y 7. By cash, $20,000." The money was repaid to Mrs. Shaw on Feb'y 24, 1877, and was Mary J. Graeffe's money	15,000 00
Mch.	1.	Cash from Dry-goods bank from collection of the coupon of City of Augusta bond	34 75
"	14.	Cash from James S. Sanford from collection of coupons of "fractional bonds"	25 27
		Amount carried forward	$30,906 49

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1877.		Amount brought forward		30,996 49
Ap'l	1.	Cash from Dry-goods bank from the following collections of coupons:		
		Chic., Mil. & St. Paul R. R. 2d mtge	315 00	
		South Carolina R. R. "	17 50	
		New Orleans, Jackson & Gt. Northern R. R.	80 00	
		City of Augusta bond	34 75	
"	3.	Cash from Vermilye & Co. on account of sales of "fractional bonds"		5,000 00
"	"	Cash from International & Gt. Northern R. R. Co. from collection of interest on certif.		15 42
"	14.	Cash from Vermilye & Co. on account of sales by them of "fractional bonds"		2,385 11
"	20.	Cash from Vermilye & Co. on account of sales by them of "fractional bonds"		600 00
May	31.	Cash from Dry-goods bank from collection of coupons of Tebo & Neosho R. R. bonds	111 17	
		Coupons of Baring Cross Bridge Co.	35 00	
June	9.	Cash from Edward H. Ammidoun, adm'r, for proceeds of sale at auction by his order of "indivisible bonds & stocks"		2,284 95
"	22.	Cash from Vermilye & Co. on account of sales by them of securities in their hands belonging to Mary J. Graeffe		5,000 00
"	30.	Cash from Vermilye & Co. on account of sales by them of securities belonging to Mary J. Graeffe		303 84
July	2.	Cash from Edward H. Ammidoun, adm'r, for the balance of the $7,219.20, Mrs. Mary J. Graeffe's share of the $110,175.02 cash in estate		2,219 20
		The above item of $2,219.20 appears in A. J. Graeffe's books as follows:		
		Cash book No. 1, page 2: "Loan from Mary J. Graeffe, $2,219.20."		
"	3.	Cash from Dry-goods bank from the following collections of coupons:		
		Union Pacific R. R. 1st-mtge. bonds	63 09	
		Chic., Mil. & St. Paul R. R. 1st-mtge. gold bonds	73 67	
		Galveston, Houston & Henderson R. R. "	73 67	
		Houston & Gt. Northern R. R. "	105 00	
		Mississippi & Tennessee R. R. "	59 75	
		Louisiana State consol. "	35 00	
		Chic., Mil. & St. Paul R. R., H. & D. div. "	35 00	
"	13.	Cash from Vermilye & Co. on account of sales of securities in their hands belonging to Mary J. Graeffe		2,500 00
"	14.	Cash from International & Gt. Northern R. R. Co. from collection of interest on certif.		25 75
"	19.	Cash from Levy & Borg for sale by them of the City of Augusta bonds		1,685 00
"	24.	Cash from Vermilye & Co. from sales by them of securities belonging to Mary J. Graeffe, less the cash advanced by them on July 13, $2,500.00		1,680 08
"	28.	Cash from Vermilye & Co. on account of the securities in their hands belonging to Mary J. Graeffe.		
		This item appears in A. J. Graeffe's books as follows:		
		Cash book No. 1, page 14: "1877, July 28. To loan from Vermilye & Co., $2,000.00"		2,000 00
		Cash from Levy & Borg from sale by them of the Galveston, Houston & Henderson bonds and the "fractional bonds"		2,082 50
Aug.	19.	Cash from Importers' & Traders' bank from collection of Western Union R. R. coupons		70 00
"	21.	Cash from Vermilye & Co. on account of securities in their hands belonging to Mary J. Graeffe		
		This item appears in A. J. Graeffe's books as follows:		
		Cash book No. 1, page 32: "1877, Aug. 21. To loan account from Vermilye & Co., $3,000.00"		3,000 00
		Amount carried forward		$62,886 94

355

1877.		Amount brought forward	$62,886 94
Sept.	24.	Cash from Vermilye & Co. on account of the securities in their hands belonging to Mary J. Graeffe	442 47
"	"	Cash from Levy & Borg from sale by them of the "fractional bonds"	1,293 75
"	26.	Cash from Levy & Borg from sale by them of the $3,000 Houston & Gt. Northern R. R. bonds	1,890 00
Oct.	13.	Cash from Importers' & Traders' bank from the collection of following coupons:	
		South Carolina R. R. 2d-mtge. bonds	17 50
		New Orleans, Jackson & G't Northern R. R. bonds	80 00
"	15.	Cash from Levy & Borg from sale by them of $2,000 New Orleans, Jackson & G't Northern R. R. bonds	1,607 50
Dec'r	5.	Cash from St. Louis, Iron Mtn. & Southern R. R. Co. from collection of coupons & interest on certif's	455 45
"	21.	Cash from Baring Cross Bridge Co. from collection of coupons	35 00
"	24.	Cash from Levy & Borg from sale of the following bonds: $500 South Carolina R. R. 2ds. $1,000 St. Louis, Iron Mtn. & Southern R. R. 2ds. Coupons of Columbia & Greenville R. R. bonds	281 09
"	"	Cash from Wm. H. Glodwin & Co. from sale of the $2,000 Toledo, Canada, Southern & Detroit	265 83
1878.			
Jan.	10.	Cash from Bank of New York from collection of coupon of Louisiana State consol bond	35 00
"	30.	Cash from Wm. H. Glodwin & Co. from sale of the following bonds: $3,000 Mississippi Central R. R. 2ds. $1,500 Mississippi & Tennessee R. R. cons. bonds. $2,000 International & G't Northern R. R. cour. 8%'s. $1,000 Baring Cross Bridge Co. bonds. 2 coupons Mississippi & Tenn. bonds	5,049 63
"	"	Cash from International & G't Northern R. R. Co. for interest on certificate	30 84
Feb'y	9.	Cash from Union Trust Co. from collection of coupons of Missouri, Kan. & Texas R. R.	65 79
"	"	Cash from Central R. R. & Bkg. Co. of Ga. for dividend on stock	7 50
"	18.	Cash from Henry G. Marquand from sale of the 13 shares Baring Cross Bridge stock	260 00
"	23.	Cash from Wm. H. Glodwin & Co. from sale of the following bonds, &c.: $2,000 Western Union R. R. bonds. 2 coupons " " " $1,000 Louisiana State consol " This item appears in A. J. Graeffe's books as follows: Cash book No. 1, page 222: "1878, Feb'y 23. By cash, A. J. Graeffe priv. %, $2,415.00"	2,415 00
"	25.	Cash from Wm. H. Glodwin & Co. from sale of the $3,000 Tebo & Neosho R. R. bonds	2,696 25
"	"	Cash from Caroline L. Scott for difference on division of bonds	35 17
M'ch	2.	Cash from Levy & Borg from sale of the $2,000 South Carolina State consol bonds. This item appears in A. J. Graeffe's books as follows: Cash book No. 1, page 226: "M'ch 2. By cash, A. J. Graeffe's priv. %, $1,320.00"	1,320 00
May	4.	Cash from Edward H. Ammidoun, adm'r, for share of interest from the "Blodgett mortgage"	51 30
"	"	Cash from St. Louis, Iron Mtn. & Southern R. R. Co. for coupons	87 72
July	1.	Cash from Caroline L. Scott on account of the $10,000.00 purchase-money.	

This item appears in A. J. Graeffe's books as follows: Cash book No. 1, page 324: "Loan account, from Mary J. Graeffe, $5,000" $5,000 00

Amount carried forward..... $86,300 73

356

1878. Amount brought forward..... $86,300 73

July 1. Cash from Vermilye & Co. for gold check of St. Louis & Iron Mtn. R. R. Co. for coupons..... 52 96

" 16. Cash from International & G't Northern R. R. Co. for the interest on certificate, $700..... 51 50

" 26. Cash from Levy & Borg from sale of the $1,000 International & G't Northern R. R. bond..... 648 75

" 31. Cash from Levy & Borg from sale of the $3,000 Cin. & Marietta R. R. *R.* 3d-mtge. bonds..... 227 09

Aug. 7. Cash from Caroline L. Scott on account of the $10,000 purchase-money.

This item is a part of the $5,003.75 which appears in A. J. Graeffe's books as follows: Cash book No. 1, page 348: "Aug. 7. By cash-loan %, from Mary J. Graeffe, $5,003.75"..... 500 00

" " Cash from Levy & Borg from sale of the following bonds:
$5,000 St. Louis, Iron Mtn. & Southern R. R. bonds.
2,000 Cairo, Ark. & Texas R. R. "
1,000 St. Louis, Iron Mtn. & So. R. R. Ark. br. "
This item is a part of the $5,003.75 which appears in A. J. Graeffe's cash book No. 1, page 348: "Aug. 7. By cash-loan %, from Mary J. Graeffe, $5,003.75"..... 4,503 75

" 8. Cash from St. Louis, Iron Mtn. & Southern R. R. Co. for balance of the coupons & interest on the certificates due. 530 90

" 15. Cash from Caroline L. Scott, for the balance of the $10,000 purchase-money..... 4,500 00

Sept. 4. Cash from Levy & Borg, from sale of $4,000 International & Gt. Northern R. R. bonds..... 3,435 00

1879.

July 29. Cash from Seamen's Savings Bank $900; from Brooklyn Savings Bank $1,700; from sale of the $500 U. S. 4% bond.
This item appears in A. J. Graeffe's cash book No. 2, page 64, as follows: "July 29, by cash loan from Mary J. Graeffe's $3,114.38"..... 3,114 38

" " Cash from Wm. H. Garner, executor for the settlement with estate of Caroline Chapman..... 500 00

Aug. 4. Cash from Vermilye & Co. from sale of the 93 shares St. Louis, Iron Mtn. & Southern R. R. stock.
This item appears in A. J. Graeffe's books in two entrys as follows: Cash book No. 2, page 70, "Aug. 4. By cash-loan account from Mrs. Mary J. Graeffe, $2,000.00," and on same page, "Aug. 6. By cash-loan account from Mrs. Mary J. Graeffe, $615.62"..... 2,615 62

1880.

Feb'y 8. Cash from Geo. Wm. Ballou & Co. from sale of the $2,000 Missouri, Kan. & Tex. R. R. bonds, and $80 in coupons.. 2,172 50

" 20. Cash from Geo. Wm. Ballou & Co. from sale of the Missouri, Kan. & Tex. R. R. scrip..... 264 55

M'ch 19. Cash from Geo. Wm. Ballou & Co. from sale of the Mobile & Ohio R. R. scrip & debenture bonds..... 1,092 15

May 15. Cash from Edward H. Ammidoun, adm'r, for balance of the "Blodgett mortgage."
This item appears in A. J. Graeffe's cash book No. 2, page 270, as follows: "May 15. By cash-loan % from Mrs. Mary J. Graeffe; check from Ammidoun, Lane & Co.; rec'd from Ammidoun, as adm'r, $1,774.23"..... 1,774 23

Sept. 29. Cash from Levy & Borg from sale of the $2,000 Greenville & Columbia R. R. bonds..... 1,900 00

" 30. Cash from Central R. R. & Bkg. Co. of Ga. for dividends.. 45 84

Amount carried forward..... $114,139 95

357

1880.		Amount brought forward	$114,139 95
Oct.	15.	Cash from Levy & Borz from sale of the following bonds and stocks: $2,000 New Orleans city bonds; $500 South Carolina R. R. 2nds; 26 shares Memphis & Charleston R. R. stock; 3 shares Central R. R. & B'k'g Co. of Ga. stock; fractional Central R. R. & B'k'g Co. of Ga. stock	1,620 33
			$115,760 28
		Add interest	24,566 75
			140,327 03

CONTRA.

1876.								
Dec.	7.	Cash	paid	Mary J. Graeffe			$292 78	
1877.								
June	5.	"	"	"	"		600 00	
"	18.	"	"	Vermilye & Co.			3,764 48	
"	22.	"	"	Mary J. Graeffe			5,400 00	
Sept.	4.	"	"	Vermilye & Co.			3,005 83	
1878.								
Ap'l	9.	"	"	for Mary J. Graeffe			80 78	
July	1.	Interest	paid	"	"		350 00	
Dec.	20.	Cash	"	for	"	"	50 08	
1880.								
Jan.	10.	"	"	"	"	"	47 92	
M'ch	4.	"	"	"	"	"	11 21	
1881.								
Feb.	14.	"	"	"	"	"	2,000 69	
"	"	Interest	"	"	"	"	20 67	
"	21.	Cash	"	"	"	"	3,500 00	
"	"	Interest	"	"	"	"	58 33	
"	24.	Cash	"	"	"	"	4,000 00	
"	"	Interest	"	"	"	"	500 00	
							$23,682 08	
"	"	Add interest					1,492 64	
"	"	Paid by transfer of personal property					7,315 15	
								$32,489 87
								$107,837 16
"	26.	Cash loan from Mary J. Graeffe						1,500 00
		Balance due Mary J. Graeffe						$109,337 16

358 SCHEDULE D.

The dry-goods business books of Albert J. Graeffe and Graeffe & Shaw show the following entries of loans from, and repayments to, Mary J. Graeffe:

Date.	Description of loan.	Where found.	Am't.
1877.			
Ap'l 3	Cash loan from Mrs. Mary J. Graeffe	Journal 3, page 53	2,500 00
" 4	" " " "	" " " "	2,500 00
" 14	" " " "	Cash Book 3 " 6	2,000 00
" 21	" " " "	" " " 10	1,000 00
June 30	" " " "	Ledger 2 " 174	300 00
July 2	" M. J. Graeffe.....	Cash Book 1 " 2	2,219 20
" 13	" " Mary J. Graeffe.....	" " " 6	2,000 00
" 20	" " " "	" " " 8	2,000 00
" 25	" on call from Mrs. Mary J. Graeffe	Cash Book 3 " 76	1,500 00
" 28	" from Mary J. Graeffe	" 1 " 14	2,000 00
Aug't 10	" " M. J. Graeffe.....	" " " 22	2,500 00
" 14	" " " "	" " " 24	2,000 00
" 16	" " " "	" " " 26	3,001 63
Sept. 24	" " " "	" " " 66	1,000 00
Oct. 2	" " " "	" " " 74	2,500 00
" 20	" " " "	" " " 98	1,500 00
Nov'r 1	" " " "	" " " 114	100 00
1878.			
July 1	" " Mary J. Graeffe.....	" " " 324	5,000 00
" 24	" " " "	" " " 340	2,000 00
" 27	" " " "	" " " 342	900 00
Aug't 7	" " " "	" " " 348	5,003 75
" 15	" " " "	" " " 354	2,200 00
" 17	" " " "	" " " 356	1,500 00
Sept. 20	" " " "	" " " 372	1,200 00
Nov'r 18	" " " "	" " " 470	1,100 00
1879.			
May 16	" " Mrs. Mary J. Graeffe	" 2 " 28	10,262 50
July 24	" " " M. J. Graeffe..	" " " 62	5,106 25
" 26	" " " " ..	" " " 64	5,096 87
" 29	" " Mary J. Graeffe.....	" " " "	3,114 38
Aug't 4	" " Mrs. Mary J. Graeffe	" " " 70	2,000 00
Aug't 6	Cash loan from Mrs. Mary J. Graeffe	C'sh B'k 2, page 70	615 62
" 20	" " " "	" " " 78	3,000 00
Sept. 29	" " " "	" " " 94	500 00
Oct. 28	" " Mrs. Mary J. Graeffe	" " " 112	1,586 42
1880.			
Feb'y 25	" " " "	" " " 240	6,000 00
M'ch 18	" " M. J. Graeffe.....	" " " 226	6,942 13
Ap'l 17	" " Mrs. Mary J. Graeffe	" " " 248	2,259 80
May 15	" " " "	" " " 270	1,774 23
Nov'r 11	" " Mrs. Mary J. Graeffe on call at 6 %	" " " 412	3,500 00
Dec'r 14	Cash loan from Mrs. Mary J. Graeffe on call at 6 %	" " " 438	2,000 00
1881.			
Feb'y 26	Cash loan from Mrs. Mary J. Graeffe on call at 6 %	" 3 " 8	1,500 00
			104,782 78
	Add interest on above loans.....	.....	14,958 79
	Total loans as per above books, and interest	.....	$119,741 57

359

1877.		CONTRA.		
June	18.	Cash loan of April 14	$2,000 00	
Oct.	2.	" " " 14 & 16 Aug't	5,000 00	
"	3.	" " " Sept. 24	1,000 00	
"	11.	" " " Aug't 10	2,500 00	
Nov.	7.	" " "	1,000 00	
"	13.	" " " July 13 for $2,000	1,000 00	
1878.				
Oct.	12.	" " from M. J. Graeffe	942 50	
Dec'r	3.	" " of July 27	900 00	
"	"	" " " Aug't 17	1,500 00	
1881.				
Feb'y	14.	" " to repay Mrs. Mary J. Graeffe	2,000 00	
"	"	" interest, 62 days @ 6 %	20 67	
"	19.	" loan to repay Mrs. Mary J. Graeffe	3,500 00	
"	"	" interest, 100 days @ 6 %	58 33	
"	24.	" loan paid Mrs. Mary J. Graeffe, loans 2d & 20 Oct., 1877	4,000 00	
"	"	" interest on ac	500 00	
			$25,921 50	
		Add interest on above repayments	2,344 27	
				$28,265 77
				$91,475 80

NOTE.—Explanation is here made of the difference between this schedule and Schedule C, and this schedule is made to agree with Schedule C by the following figures:

1881.				
Feb'y	26.	Total loans as per this schedule & int	$119,741 57	
"	"	Add the amount of difference between cash collected as per Schedule C	$115,760 28	
		Add the loan from Mrs. Graeffe, Feb. 26	1,500 00	
			$117,260 28	
		And the amount in A. J. Graeffe's dry-goods business books as per Schedule D	104,782 78	
			12,477 50	
		The above $12,477.50 difference is accounted for in part by the fact that the loans from Mary J. Graeffe to A. J. Graeffe, of June 28th, 1870, $2,500.00, and Ap'l 17, 1875, $7,500.00, were not entered in A. J. Graeffe's dry-goods business books; besides other items to make up the difference.		
"	"	Add the amount of difference in the interest between Schedule B & C	$24,566 75	
		And the amount in this schedule	14,958 79	
			9,607 96	
				$141,827 03
		Total repayments as per this schedule & int	$28,265 77	
"	21.	Paid by transfer of personal property	7,315 15	
			$35,580 92	

Deduct the difference, the cash loans, as per this schedule. Cash loan repaid	$25,921 50			
And the repayments as per Schedule C	23,682 08			
	$2,239 42			
Also the Difference in the interest, in this schedule	$2,344 27			
And Schedule C	1,492 64			
	851 63			
		$3,091 05		
				$32,489 87
Balance due Mary J. Graeffe				$100,337 16

Trial Balance, December 31st, 1879.

Folio 10.	Bates, Reed & Cooley	11 74	
" 14.	Brice & Johnson	418 97	
" 15.	Butler, Clapp & Co.	739 58	
" 37.	Carson, Peyle, Scott & Co.	704 14	
" 52.	Dunham, Buckley & Co.	129 84	
" 71.	James Fee	559 86	
" 73.	J. V. Farwell & Co.	650 65	
" 76.	Graham & Aitken	35 00	
" 78.	Hirsch & Co.	413 15	
" 82.	Halsted, Haines & Co.	112 82	
" 96.	Kayne, Spring, Dale & Co.		6 88
" 120.	Oelrichs & Co.	43 75	
" 150.	Cash account	6,307 83	
" 156.	J. Strauss Bro. & Co.	129 74	
" 163.	H. T. Sloan & Morse	378 65	
" 164.	A. T. Stewart & Co.	730 08	
" 173.	Toft, Griswold & Co.	121 40	
" 200.	A. J. Graeffe, stock account		21,509 67
" 206.	C. G. Shaw		2,405 90
" 278.	loan account		49,490 67
" 294.	store-fixture account	531 89	
" 252.	stock account	12,755 84	
" 349.	Bill-payable account		21,000 00
" 337.	J. C. Ansler & Co.	40,345 47	
" 348.	Joseph P. Murphy	931 97	
" 352.	Henry Marshall	7,453 02	
" 358.	L. W. & H. B. Duncan	1,216 90	
" 361.	Richard Gansel		182 90
" 367.	Thomas Cochrane		144 89
" 376.	John Miller & Co.		734 68
" 380.	J. Pollack & Co.	664 34	
" "	Leinkauf & Strauss	317 66	
" 391.	Gunther, Weil & Co.	42 30	
" 392.	Pollack & Co.	273 35	
" 394.	L. Zeckendorf & Co.	120 00	
" 396.	Heynemann & Co.	44 40	
	Amount forward	76,175 34	95,475 59

	Amounts forward	76,175 34	95,475 59
Folio 397.	Elist Frank & Co.	471 50	
" 398.	Steifel, Schweitzer & Co.	1 19	
" 399.	Michaels, Friedlander & Co.	131 55	
" 421.	I. S. West, Jr.	286 01	

Folio	424.	John Silvey & Co.	8157	88	
"	427.	Eckman & Yetsburg	188	37	
"	428.	Nussbaum & Dannenberg	39	03	
"	429.	Moore, Marsh & Co.	179	19	
"	"	Gray & O'Brien	11	25	
"	431.	S. Waxelbaum & Bro.	183	10	
"	439.	Field, Leiter & Co.	1,336	11	
"	442.	Mackey, Nisbet & Co.	2,822	25	
"	445.	Evans, McDonald & Co.	161	93	
"	"	Sweetzer, Cauldwell & Co.	20	19	
"	460.	J. M. Robinson & Co.	53	54	
"	"	Carter Bros. & Co.	256	27	
"	461.	Bamberger, Bloom & Co.	1,008	65	
"	464.	Kaye, Fletcher & Co.	2	78	
"	"	S. Barker & Co.	20	19	
"	466.	S. L. Boyd	439	75	
"	467.	Yale & Bowling	934	10	
"	"	Fellman Bros.	24	22	
"	468.	D. H. Holmes	183	65	
"	469.	C. Jambert & Co.	11	12	
"	471.	A. Lehman & Co.	474	13	
"	473.	Vincent & Co.	507	69	
"	474.	John P. Richardson	214	19	
"	"	C. Benjamin & Co.	140	00	
"	479.	Kerngood Bros. & Co.	350	72	
"	480.	Strauss Bros.	298	75	
"	"	Myers, Cohen & Sons	589	77	
"	483.	Seliger & Newman	104	63	
"	486.	L. Passano & Sons			82 24
"	487.	Passano & Bro.			40 83
"	488.	Henry Maslin & Co.	40		
		Amounts forward	88,082	47	95,518 66
362					
		Amounts forward	88,082	47	95,518 66
Folio	488.	John Stellman & Sons	568	57	
"	491.	Wm. Denies & Co.	203	75	
"	504.	Hogg, Brown & Taylor			9 50
"	507.	J. P. Yancy & Co.	169	50	
"	508.	Jackson, Mandell & Daniell	144	29	
"	516.	Chas. Root & Co.	273	98	
"	518.	J. K. Burnham & Co.	96	43	
"	527.	Brown & Bro.	168	45	
"	534.	Tootle, Hammond & Co.	11	12	
"	537.	Bullemedevore & Emery	18	25	
"	543.	A. Frank & Sons	331	32	
"	"	S. C. Davis & Co.			19 76
"	544.	J. Weil & Bro.	420	31	
"	"	H. Lynn & Son	139	65	
"	546.	Chase & Cabot	295	88	
"	555.	Spiegelberg Bros.	701	56	
"	562.	Louis Stein & Co.	14	00	
"	564.	Isaac Zeiler	179	50	
"	567.	John Shillito & Co.	19	80	
"	"	K. Hirschman	41	04	
"	569.	Brizel Bros.	36	79	
"	588.	Haas & Weiss	11	33	
"	589.	L. Goldsmith & Co.	75	00	
"	591.	Specker, Buddeke & Co.	479	30	
"	601.	J. S. Fairly & Co.	329	53	
"	603.	Johnson, Crews & Co.	89	42	
"	"	W. McComb	119	35	
"	606.	B. Lowenstein & Bro.	539	85	
"	607.	Connell, Buford & Co.	95	00	
"	608.	Anderson, Green & Co.	7	13	
"	613.	L. Rosenheim Bros. & Co.	470	95	

Folio 614.	Pratt, Irwin & Co.	827 50		
" 615.	O'Bryan Bros.	6 32		
" "	Buckner & Co.	3 80		
" 622.	Rice, Stix & Co.	1,271 60		
	Amounts forward.	95,393 73	$95,547	92
	Amounts forward.	95,393 73	95,547	92
Folio 622.	D. Weil & Co.	15 95		
" 623.	Evans, Fite, Porter & Co.	19 95		
" "	Cowan McClung & Co.	... .	4	62
" 624.	A. Rosenstock & Co.	85 41		
" 626.	Davis, Drake & Co.	37 50		
		95,552 54	95,552	54

363 252 DEF'TS' X. Y. 11.

Stock Account.

DR.					CR.				
1877. December	31.	To A. J. Graeffe cap'l acc't	171	990 95	1878. June	29.	By mdse. acc't	303	990 95
1878. June	29.	" do.	304	1,821 81	1878. December	31.	" "	477	1,821 81
1879. January	1.	" do.	478	1,994 58	1879. January	1.	" A. J. Graeffe cap'l acc't	479	85 00
					June	30.	" mdse. acc't	98	1,909 58
				1,994 58					1,994 58
1879. June	30.	To A. J. Graeffe cap'l acc't	98	22,665 50	1879. Dec.	31.	By mdse. acc't	249	22,665 50
1879. Dec.	31.	To mdse. acc't	249	12,755 84	1880. Jan'y	1.	By mdse. acc't	251	12,755 84
1880. June	30.	To mdse. acc't	360	3,146 40	1880. July	1.	By mdse. acc't	362	3,146 40
1880. Dec.	31.	To mdse. acc't	39	30 05	1887. Jan'y	1.	By mdse. acc't	41	30 05

Folio 614.	Pratt, Irwin & Co.	827 50		
" 615.	O'Bryan Bros.	6 32		
" "	Buckner & Co.	3 80		
" 622.	Rice, Stix & Co.	1,271 60		
	Amounts forward.	95,393 73	895,547 92	
	Amounts forward.	95,393 73	95,547 92	
Folio 622.	D. Weil & Co.	15 95		
" 623.	Evans, Fite, Porter & Co.	19 95		
" "	Cowan McClung & Co.	... .		4 62
" 624.	A. Rosenstock & Co.	85 41		
" 626.	Davis, Drake & Co.	37 50		
		95,552 54	95,552 54	

363 252 DEF'TS' N. Y. 11.

Stock Account.

DR.					CR.				
1877. December	31.	To A. J. Graeffe cap'l acc't	171	990 95	1878. June	29.	By mdse. acc't	303	990 95
1878. June	29.	" do.	304	1,821 81	1878. December	31.	" "	477	1,821 81
1879. January	1.	" do.	478	1,994 58	1879. January	1.	" A. J. Graeffe cap'l acc't	479	85 00
					June	30.	" mdse. acc't	98	1,909 58
				1,994 58					1,994 58
1879. June	30.	To A. J. Graeffe cap'l acc't	98	22,665 50	1879. Dec.	31.	By mdse. acc't	249	22,665 50
1879. Dec.	31.	To mdse. acc't	249	12,755 84	1880. Jan'y	1.	By mdse. acc't	251	12,755 84
1880. June	30.	To mdse. acc't	360	3,146 40	1880. July	1.	By mdse. acc't	362	3,146 40
1880. Dec.	31.	To mdse. acc't	39	30 05	1887. Jan'y	1.	By mdse. acc't	41	30 05

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98		June, 1879.		
	252	Stock acc't	22,665 50	
	200	To A. J. Graeffe stock acc't.		
	"	Merchandise, 1st July 1879 on hand belonging to me	.....	22,665 50
249		December 31st, 1879.		
	195	Merchandise acc't. Dr	22,665 50	
	252	To stock acc't.		
	"	Transfer of amount of goods on hand July 1/79, and sold since then	.....	22,665 50
	252	Stock acc't. Dr	12,755 84	
	195	To merchandise acc't.		
	"	For amount of goods on hand belonging to me as per inventory	.....	12,755 84
251		January 1st, 1880.		
	195	Merchandise acc't. Dr	12,755 84	
	252	To stock acc't.		
	"	For the amount of goods belonging to me and unsold Dec. 31/79, as per inventory of that date	.....	12,755 84
360		June 30, 1880.		
	252	Stock acc't. Dr	3,146 40	
	140	To merchandise acc't.		
	"	For amount of goods belonging to me remaining on hand as per inventory	.....	3,146 40
362		July 1st, 1880.		
	140	Merchandise acc't. Dr	3,146 40	
	252	To stock acc't.		
		For amount of goods on hand belonging to me unsold, as per inventory	.....	3,146 40
365		New York, December 31st, 1880.		
	252	Stock acc't. Dr	30 05	
	146	To merchandise acc't.		
		For am't of goods belonging to me remaining on hand unsold, as per inventory	.....	30 05
41		New York, January 1st, 1881.		
	147	Merchandise acc't. Dr	30 05	
	252	To stock acc't.		
	"	For am't of goods belonging to me, unsold as per inventory	....	30 05

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DEF'TS' N. Y. 12.

Know all men by these presents: That the American Mills Company, a corporation created under the laws of the State of New York and established and doing business in Warwick in the State of Rhode Island, in consideration of the trusts herein created, and of one dollar to said corporation paid by Thomas A. Pierce, Junior, of East Greenwich, in said State of Rhode Island (the receipt whereof is hereby acknowledged), doth hereby grant, bargain, sell, set over and assign and convey unto the said Thomas A. Pierce, Junior, all and singular the property and estate of said corporation of every name

and nature not exempted from attachment by law in said State of Rhode Island.

To have and to hold the same to the said Thomas A. Pierce, Junior, his heirs and assigns forever, in special trust, nevertheless, and to and for the uses and purposes following, that is to say:

First. The said trustee shall forthwith take possession of all said property and estate, and as soon as reasonably may be by private or public sale, in his discretion, convert the same into money, and after paying the expenses of creating and executing the trusts herein made, and retaining a reasonable compensation for his services as such trustee, shall apply the proceeds of such sale or sales and of collections of debts due said corporation to the payment of wages of labor performed for said corporation during six months last past, not exceeding one hundred dollars to any one person, claims therefor to be paid ratably and in proportion to their respective amounts if such proceeds be not sufficient to pay all of the same in full.

Second. The said trustee shall apply and pay out all the remainder of the proceeds of said assigned property and estate
367 to and for the equal benefit of all the other creditors of said corporation in proportion to their respective claims.

And the said Thomas A. Pierce, Junior, hereby accepts said trust and covenants with said corporation and its creditors faithfully to execute the same.

In witness whereof said corporation doth cause its corporate name to be subscribed and its corporate seal to be affixed hereto by John C. Schrader and Edward L. Graeffe two of the trustees of said corporation, and said Pierce hereto sets his hand and seal the fourth day of March in the year of our Lord eighteen hundred and eighty-one, said trustees being duly authorized to make this assignment by vote of said corporation.

THE AMERICAN MILL COMPANY, [SEAL.]
By JOHN C. SHRADER, *Trustee.*
EDWARD L. GRAEFFE, *Trustee.*
THOMAS A. PIERCE, JR. [SEAL.]

Signed, sealed and delivered in presence of—

EDWIN METCALF.

STATE OF RHODE ISLAND, }
Kent, } *sc:*

In Warwick the fourth day of March, A. D. 1881, before me personally appeared John C. Shrader and Edward L. Graeffe and severally acknowledged the foregoing instrument to be their free act and deed as trustees of the American Mills Company, and the free act and deed of said company in its capacity as a corporation.

EDWIN METCALF,
Notary Public.

368 STATE OF RHODE ISLAND, } ss:
Town of Warwick, }

TOWN CLERK'S OFFICE.

I, Rinaldo Hoyle, town clerk and clerk of the town council of the town of Warwick, do hereby certify that I have compared the annexed copy with an instrument recorded in this office on the 4th day of March A. D. 1881, at 8.25 o'clock a. m. in Book F of the land evidence records, at page 213, and that the same is a correct transcript therefrom, and of the whole of said instrument.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said town council this 29th day of December, A. D. 1882.

RINALDO HOYLE,

[SEAL.] *Town Clerk and Clerk of the Town Council of the Town of Warwick, R. I.*

STATE OF RHODE ISLAND, } ss:
County of Kent, }

I, Thomas M. Holden, clerk of the supreme court of said State, within and for the county of Kent, the same being a court of record, do hereby certify, that Rinaldo Hoyle, Esq., by whom the annexed instrument was certified, was, at the date of said certificate, town clerk and clerk of town council of the town of Warwick; and, as such town clerk, had charge of the land evidence records in and for said town, and that full faith and credit are due to all his official acts as such town clerk; and, further, that I am well acquainted with the handwriting of said town clerk and verily
369 believe that the signature to the annexed certificate is genuine.

In testimony whereof, I have hereunto set my hand and
[SEAL.] affixed the seal of said court this second day of January, A. D. 1883.

THOS. M. HOLDEN, *Clerk.*

STATE OF RHODE ISLAND, } ss:
County of Kent, }

I, Charles Matteson, associate justice of the supreme court of the State of Rhode Island and Providence Plantations, do certify that Thomas M. Holden, Esq., whose signature is affixed to the certificate above written, is, and was at the date of affixing his said signature, clerk of the supreme court within and for the county of Kent; and that he is, by law, the custodian of the files and records of said court, and that full faith and credit are, and ought to be, given to his acts and attestations done as aforesaid; and that his attestation to the certificate above written is in due form.

In testimony whereof, I have hereunto set my hand, and caused the seal of the said court to be hereto affixed this second
[SEAL.] day of January, in the year of our Lord one thousand eight hundred and eighty-three.

CHARLES MATTESON,
Associate Justice of the Supreme Court.

370 STATE OF RHODE ISLAND, &c., } ss:
County of Kent, }

CLERK'S OFFICE, SUPREME COURT,
EAST GREENWICH, *Jan. 2d, A. D.* 1883.

I, Thomas M. Holden, clerk of the supreme court within and for the county of Kent, in the State aforesaid, do hereby certify, that Charles Matteson, Esq., is one of the associate justices of the supreme court of said State, duly commissioned and qualified, and appointed to hold over said court, and has and does so hold and preside over said court, and that his signature, above written, is genuine.

In testimony whereof, I have hereunto set my hand and [SEAL.] affixed the seal of said court this second day of January, A. D. 1883.

THOS. M. HOLDEN, *Clerk.*

371 *Final Decree.*

Entered July 20, 1889.

This cause came on to be heard at a former term upon bill, answers, replications, and proofs, and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged, and decreed as follows, viz:

That *that* the bill of complaint in said cause be dismissed, and that the defendants therein, said Allen and Shippee, as one party, and said Second National bank, each have and recover of said complainants their respective costs in said cause, to be taxed.

Entered as the decree of this court per order thereof this 20th day of July, A. D. 1889.

HENRY PITMAN, *Clerk.*

372 *Cross-bill.*

Circuit Court of the United States, District of Rhode Island. In Equity.

CHRISTOPHER A. SHIPPEE *et al.* }
v.
ALBERT J. GRAEFFE *et ux.* }

Bill of Complaint.

Filed August 4, 1887.

To the judges of the circuit court of the United States for the district of Rhode Island:

Your orators, Christopher A. Shippee and Samuel W. K. Allen, of East Greenwich, in the county of Kent, in the State of Rhode Island, and both citizens of said State of Rhode Island—

Bring this their bill of complaint against the respondents, Albert J. Graeffe and Mary J. Graeffe, his wife, of Yonkers, in the county

of Westchester, in the State of New York, and both citizens of the State of New York.

And thereupon your orators complain and say, that at different times, during the months of March, April and May, 1880, the said respondent, Albert J. Graeffe, purchased in his own right, as in fee simple, the several tracts or parcels of land and estate
373 in the town of Warwick, county of Kent, in said State of Rhode Island, described as follows, to wit:

Two parcels of land situate in Warwick, in the county of Kent, in the State of Rhode Island, near East Greenwich. The first is bounded and described northerly on lots 85 and 86 on a plat of an estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich line, surveyed and platted, Providence, May 9, 1847, by Atwater and Schubarth, and on file in the town clerk's office of said town of Warwick, on which lots 85 and 86 it measures (208) two hundred and eight feet; easterly, on Spring street, on which it measures (205¾) two hundred and five and three-quarters feet; southerly, on Division street, on which it measures (208) two hundred and eight feet; and westerly, on Duane street, on which it measures (205¾) two hundred and five and three-quarters feet, and marked on said plat "Pollard."

The other parcels consist of eight (8) lots on said plat, numbered 33, 34, 36, 37, 38, 35, 43 and 44, and are bounded northerly on lots 39 and 45 on said plat, (200) two hundred feet; easterly, on Duane street, (200) two hundred feet; and westerly, on Marlborough street, (200) two hundred feet; this last-described parcel is (200) two hundred feet square. This property is known as the "Richard G. Howland mill estate," as fully appears in the probate records of said town of Warwick, meaning and hereby conveying all the estate the said Richard G. Howland died seized and possessed of, to wit:—the whole mill property lying to the northward of Division street and to the eastward of Marlborough street, as delineated on said plat, however bounded and described.

Also, a certain lot or parcel of land situate in the town of Warwick, near East Greenwich, of Dutee Arnold, of said town of Warwick, on or about the 25th day of May, 1880, and conveyed by said Dutee Arnold, by deed of warranty, on said 25th day of May, 1880, and which said lot or parcel of land is bounded and described in said deed as follows: Beginning at the southeast corner thereof, at land of this grantee; thence westerly (208)
374 two hundred and eight feet; bounding southerly on land of said grantee; thence northerly, bounding westerly on Duane street, as shown on plat of an estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich, surveyed and platted, Providence, May 9, 1847, by Atwater and Schubarth, to a point (29 1/10) twenty-nine and one-tenth feet north of the line dividing lots numbered 83 and 84 on said plat; thence easterly, bounding northerly on other land of this grantor (208) two hundred and eight feet, to a point (29 1/10) twenty-nine and one-tenth feet north of the line dividing lots numbered 87 and 89 on said plat; thence southerly, bounding easterly on Spring street, as shown on said

plat, to the place of beginning, and including lots numbers (84) eighty-four, (85) eighty-five, (86) eighty-six, and (87) eighty-seven, and (29 1/10) twenty-nine and one-tenth feet off the southerly portions of lots numbers (83) eighty-three, (82) eighty-two, (88) eighty-eight and (89) eighty-nine on said plat.

Also, a certain lot or parcel of land situate in the town of Warwick, near East Greenwich, of Dutee Arnold, of the town of Warwick, in the county of Kent and State of Rhode Island, on or about the 25th day of May, A. D. 1880, and conveyed by said Dutee Arnold, by deed of warranty, on said 25th day of May, 1880, and which said parcel of land is bounded and described in said deed as follows: Beginning at the northeast corner thereof, at the corner of Spring and Greene streets, as shown on plat of an estate laid out into house lots belonging to Stephen Greene, adjacent to East Greenwich, surveyed and platted, Providence, May 9, 1847, by Atwater and Schubarth; thence southerly, bounding easterly by said Spring street, (70 9/10) seventy and nine-tenths feet; thence westerly, bounding southerly by land conveyed to this grantee by deed from this grantor bearing even date herewith, (208) two hundred and eight feet to a point (70 9/10) seventy and nine-tenths feet south of the north line of lot numbered (83) eighty-three on said plat; thence northerly, bounding westerly on Duane street, as shown on said plat, (70 9/10) seventy and nine-tenths feet to Greene street, as shown on said plat; thence easterly, bounding northerly on said
375 Greene street, to the place of beginning (208) two hundred and eight feet, and including all that portion of lots numbers (83) eighty-three, (82) eighty-two, (88) eighty-eight, and (89) eighty-nine on said plat which is not conveyed by the deed from this grantor to this grantee, bearing even date herewith, together with all the buildings and improvements thereon, with the exception of a building standing on timbers and moved on and owned by William R. Kenyon, saving and reserving from this conveyance the engine, pump, grist-mill, and all the shafting, machinery and fixtures in the building on said premises.

Also, the sole and exclusive right to draw water from a certain fountain on land formerly owned by William Clapp, deceased, on or about the 3d day of April, A. D. 1880, of Mary Clapp and Marcy S. W. Clapp, both of Warwick, in the county of Kent and district aforesaid, and which was conveyed by deed of indenture executed by said Mary and Marcy S. W. Clapp on the 3d day of April, A. D. 1880, and which is described in said deed of indenture as follows: The sole and exclusive right and privilege forever hereafter to draw and take water from and, except as hereinafter provided, to have the exclusive control of a certain fountain about twenty-one feet long and about eleven feet wide, be the same more or less, situate in said Warwick on land formerly owned by William Clapp, deceased, known as the "Fountain lot," the centre of said fountain being situated about forty-eight (48) feet from a stone wall separating northerly said Clapp land from land now or formerly owned by Thomas J. Hill, about two hundred and seventy-four (274) feet from a stone wall separating easterly said Clapp land from land now or formerly

of said Thomas J. Hill, and about four hundred and seven (407) feet from the highway on the southerly side of said Clapp land, known as Division street; also the privilege and right to enlarge the said fountain dimensions not to exceed forty feet square; also the privilege and right to lay and bury a line of pipe from the said fountain in a southeasterly direction through the said fountain lot to said Division street, with certain reservations and conditions contained in said deed of indenture;—and took the deeds of
376 conveyance thereof and had the same recorded in the land records of said town of Warwick, in his own name, and the same so remained, and stood so recorded in his name until by deed dated on the first day of March, 1881, he conveyed the same to his brother-in-law, William H. Garner, as hereinafter stated.

And your orators further show unto your honors that hereinafterwards, to wit, in the year 1880, the said Albert J. Graeffe erected large and extensive buildings, and made other valuable and extensive improvements upon said lands and premises, and

That the cost of said lands so purchased, and the improvements so made by said Albert J. Graeffe, was upwards of forty-eight thousand dollars, and

That he procured the moneys wherewith to defray the cost of the said lands and improvements, or a very large proportion thereof, by the discount by divers persons and corporations, to your orators unknown, of his acceptances of sundry drafts drawn upon him by the firm or copartnership of J. C. Schrader & Co., of which he was a member.

And your orators further show unto your honors that in or about the month of May, 1880, the members of the said firm of J. C. Schrader & Co. organized themselves into a corporation, under the laws of the State of New York, by the name of the American Mills Company; and that thereafter, and on or about the first day of September, 1880, all the property of said firm was transferred to said company, and capital stock of said company, to the par value of fifty thousand dollars, was issued by said company to the said Albert J. Graeffe for his interest in said firm, and other stock to the par value of four thousand dollars was issued by said company to the other members of said firm for their interests therein.

And that save and except the property so as aforesaid turned over and transferred to it by the said firm of J. C. Shrader & Co., the said American Mills Company never had any capital;

And that but fifty-four thousand dollars of the capital stock of the said American Mills Company was ever issued;

377 And that he, the said Albert J. Graeffe, was one of the trustees and was also the treasurer of the said company, and its selling agent;

And that thereafterwards, and on or about the first day of September, 1880, he, the said Albert J. Graeffe, leased and rented his said lands and estate, with the buildings and improvements thereon, as hereinbefore set forth and described, unto the said American Mills Company.

And your orators further show unto your honors that thereafter,

and prior to the first day of March, 1881, the said Albert J. Graeffe received from the said American Mills Company merchandise of its manufacture of the value of over seventy-seven thousand dollars to be sold by him for its account on commission.

And that between the first day of September, 1880, and the first day of March, 1881, and instead of the usual cash advances upon the goods so consigned to him for sale as aforesaid, he, the said Albert J. Graeffe, accepted certain drafts drawn on him by the American Mills Company, amounting to the sum of fifty-four thousand dollars, or thereabouts, which either he or the said company procured to be discounted by different persons and corporations, the avails whereof were received by the said American Mills Company, but which drafts were not paid at maturity, and have not since been paid;

And that he, the said Albert J. Graeffe, during the period last aforesaid, obtained from the said American Mills Company its other drafts drawn upon him for divers sums, together amounting to the sum of thirty-four thousand dollars and upwards, which said last drafts he afterwards also accepted and procured to be discounted, and received the avails thereof to his own use, but at the maturity thereof did not and has not since paid the same nor any part thereof, nor have the same, nor either of them, been since paid by said company or otherwise;

And your orators further show unto your honors that the drafts aforesaid were discounted by the persons and corporations to whom the same were presented upon the faith of and relying upon
378 the credit and reputation for pecuniary responsibility acquired by the said Albert J. Graeffe as the owner of record as aforesaid, and also upon his direct statements and representations that he was the owner of the real estate aforesaid;

And that the proceeds of the above-mentioned drafts discounted by the said A. J. Graeffe for his own benefit as aforesaid, together with the moneys realized by him from the sale of portions of the merchandise aforesaid, were used by him to pay, as they matured, his acceptances of the drafts of J. C. Schrader & Co. so as aforesaid discounted by him, the proceeds whereof were used to pay for the real estate and improvements thereon as above set forth;

And your orators further show unto your honors that among others the Second National Bank of Providence, and the Fourth National Bank of New York, did, upon the application and at the request of the said Albert J. Graeffe and of the said American Mills Company, and upon the faith of and his representations of his ownership of said estate as aforesaid, discount certain of the drafts aforesaid drawn by the said American Mills Company and accepted by the said Albert J. Graeffe between the first day of September, 1880, and the first day of March, 1881, as above set forth;

And that said drafts so discounted by the Second National bank and by the said Fourth National bank were never paid at maturity, but the same were regularly protested for non-payment, and still remain unpaid;

And that the said Fourth National Bank of New York, holding

such drafts which were overdue and unpaid thereafterwards, to wit, on the fourth day of March, 1881, commenced an action at law against the said Albert J. Graeffe at the August term, 1881, of the supreme court in the said county of Kent, in the said State of Rhode Island, and attached upon the original writ in said action, the said real estate of the said Albert J. Graeffe, and such proceedings were had therein that afterwards, on the seventh day of November, 1881,
judgment of said court was rendered in favor of the said
379 Fourth National bank and against the said Albert J. Graeffe
for the sum of twenty-six hundred and seventeen dollars and twenty-one cents damages, and costs of suit taxed at twenty-eight dollars and twenty-four cents, and that execution of said court issued upon said judgement, which was duly levied by the officer charged with the service thereof, upon all the right, title and interest that he, the said Albert J. Graeffe, had in his said real estate at the time of the attachment thereof upon the original writ aforesaid; and at the sale thereof, under the said levy, on the twenty-eighth day of February, 1882, your orator, Christopher A. Shippee, became the purchaser of said real estate so attached as aforesaid, he being the highest bidder therefor, as will more fully appear by the record of said case and execution, and the officer's return thereon still remaining, and by the deed of said estate made and executed and delivered by the said officer to your orator, the said Christopher A. Shippee, here in court to be produced, and which your orators pray may be taken as a part of this their bill of complaint.

And your orators aver that in making such purchase the said Shippee purchased the same under an agreement between your orators that your orators should be equally interested therein, and that the purchase-money paid to the said officer for and upon his deed aforesaid was furnished equally by your orators, and thereafterwards, to wit, on the first day of July, 1882, the said Shippee, in pursuance of said agreement, executed and delivered to your orator, Samuel W. K. Allen, his deed for one equal half part of said estate, as will more fully appear by the said last-named deed here in court to be produced, and which your orators pray may also be taken as a part of this their bill of complaint.

And your orators further show that in contemplation of insolvency and in fraud of his creditors, he, the said Albert J. Graeffe, did by deed purporting to bear date on the first day of March, 1881, execute a voluntary conveyance of the said real estate to one William H. Garner, a brother of the respondent Mary J. Graeffe, which
deed is recorded in the land evidence of said Warwick and
380 purports to be in consideration of forty-eight thousand nine hundred and ten dollars and ninety-four cents ($48,910.94).

And your orators charge that at the time of making said conveyance the said Albert J. Graeffe was insolvent and unable to pay his debts; and

That no money was ever paid by said Garner to said Graeffe, nor to any one for him, for said deed of conveyance, nor for said estate purporting to be conveyed thereby;

And your orators further show unto your honors that the said

William H. Garner, by his deed also purporting to bear date on March 1st, 1881, and also purporting to be in consideration of forty-eight thousand nine hundred and ten dollars and ninety-four cents, but which deed was never recorded in said land records until the 13th day of August, 1881, pretendedly conveyed said real estate to said respondent Mary J. Graeffe, but your orators charge that no money was ever paid by said Mary J. Graeffe, nor by any one for her, to said William H. Garner for said deed;

And your orator further show unto your honors that on or about the same time, and as your orators charge, simultaneously with his conveyance aforesaid and as a part of his scheme to defraud his creditors as aforesaid and as hereinafter set forth, he, the said Albert J. Graeffe, transferred and delivered to the said William H. Garner a large quantity of merchandise which he had theretofore received from the said American Mills Company as hereinafter stated, amounting in value to upwards of forty thousand dollars, for which said transfer no money consideration or other valuable thing whatever was paid by the said Garner, or by any other person; and

That a large portion, if not the whole, of the merchandise so transferred by the said Albert J. Graeffe to the said William H. Garner was of the manufacture of the said American Mills Company, which the said Albert J. Graeffe, on the false and fraudulent pretense that the said company was largely indebted to him, and with the intent to cheat and defraud the lawful creditors of the said company, and as a part of his schemes aforesaid, on or about
381 the 28th day of February, 1881, had induced the said company to transfer to him by bill of sale;

And your orators further show unto your honors that the merchandise so transferred by the said American Mills Company to the said Graeffe constituted substantially the whole of the property of the said company of any value;

And that the real property and merchandise so as aforesaid conveyed and transferred by the said Albert J. Graeffe to the said William H. Garner comprised the whole of the property then owned by or in the possession of the said Albert J. Graeffe;

And your orators further show unto your honors and charge that the said conveyance and transfer of the said real property and merchandise to the said Garner were made by the said Graeffe in contemplation of insolvency and with the intent to cheat, hinder, delay and defraud his, said Graeffe's, and the said American Mills Company's creditors and as a part of his scheme aforesaid, and of a scheme between the said Albert J. Graeffe, Mary J. Graeffe and William H. Garner to place the same beyond the reach of the creditors of the said Albert J. Graeffe and of the said American Mills Company, and by placing the same in the name of the said Mary J. Graeffe to preserve the same in the actual use and enjoyment of the said Albert J. Graeffe, and were had, made and contrived of fraud, covin, collusion and guile to the intent and purpose to delay, hinder and defraud the creditors of the said Albert J. Graeffe and of the said American Mills Company of their just and lawful actions,

debts, suits, accounts, damages and just demands against him and said company.

And that in pursuance of the said scheme the said William H. Garner shortly thereafter sold and disposed of said merchandise and delivered the proceeds to the said Albert J. Graeffe, who has since had the control, use and enjoyment of the same.

Wherefore your orators claim and charge that said conveyances of said real estate were, and are void against the said Fourth National bank, then creditors as aforesaid of the said Albert J. Graeffe and of said American Mills Company, and against your
382 orators as purchasers of said estate under the execution sale thereof aforesaid.

And in the alternative your orators further aver and charge that the said Mary J. Graeffe at times pretends and claims that in the original purchase of said real estate said Albert J. Graeffe purchased the same as her agent, and from moneys in his hands belonging to her, of which pretences and claims your orators charge the contrary.

Or if it shall prove that said estate was purchased at all with moneys of the said Mary J. Graeffe, your orators charge that the title thereof was taken and allowed to remain in the name of the said Albert J. Graeffe for the purpose of giving him a false and fictitious credit, and to enable him to borrow moneys and obtain discounts as aforesaid, and that said banks made the discounts of his acceptances upon the faith thereof.

But if it shall prove that such pretences and claims are true, or that said Mary J. Graeffe paid any valuable consideration for the said estate, then your orators aver and charge that she obtained the conveyance aforesaid through her brother knowing, or having reasonable cause to believe and to put her upon inquiry, that her said husband was insolvent and unable to pay his debts, and combined and confederated with him to defraud his creditors as aforesaid.

And in the alternative, if it shall prove that said pretences and claims of the said Mary J. Graeffe are in any part true, your orators further aver and charge that in his business aforesaid with said American Mills Company and his acceptances aforesaid of the drafts upon him, and his procuring the discount of said drafts and acceptances, and in his dealings aforesaid in respect thereof with said Fourth National bank, he, the said Albert J. Graeffe, was acting as the agent of said Mary J. Graeffe, and that the said business was really and in truth her business and she the real principal therein, carrying on the said business in her husband's name; and that she is now estopped as against the said Fourth National bank, a creditor as aforesaid, and as against your orators, purchasers of said
383 real estate under said bank as aforesaid, to assert the contrary thereof, or to set up any right, title or claim whatsoever in or to said real estate.

And your orators further show unto your honors that the said conveyance from the said Albert J. Graeffe to said William H. Garner, and the said conveyance from the said William H. Garner to the said Mary J. Graeffe create a cloud upon the title of your

orators to said real estate which they are entitled to have removed by the decree of this honorable court.

And your orators further show unto your honors that the said Albert J. Graeffe and the said Mary J. Graeffe have leased said real estate and premises and all the appurtenances thereto belonging to one Joseph Dewes, who is now in possession of the same for a long term of years, to wit, for the term of ten years from the 15th day of November, 1882, at the yearly rent of fifteen hundred dollars, and that the said respondents Albert J. Graeffe and Mary J. Graeffe, are collecting the income, rents and profits of said estate, and are applying the same to their own use.

And that they, the said Albert J. Graeffe and the said Mary J. Graeffe, have commenced and are now prosecuting their bill of complaint in this honorable court, praying for reasons therein stated that your orators may be enjoined from selling and conveying by deed or otherwise, the said real estate, and from all attempts by a suit at law or otherwise to disturb the said Mary J. Graeffe in the peaceable and quiet enjoyment and possession of said real estate, and that the deeds of conveyance of said estate and premises to your orators, as above set forth, may be decreed to be null and void, and that your orators may be compelled to cancel or deliver up to be cancelled said deeds of conveyance, and to which bill of complaint your orators bring this as their cross-bill.

And your orators further show that they have applied to the said Albert J. Graeffe and to the said Mary J. Graeffe to cancel said deed from said Albert J. Graeffe to said William H. Garner, and also to cancel said deed from said William H. Garner to said Mary J. Graeffe,
and to release to your orators her pretended title to said estate
384 thereunder upon the record, and to pay over to your orators the income, rents and profits of said real estate so received or collected by them as aforesaid, with which just and reasonable requests your orators had well hoped said respondents would have complied, as in justice and equity they ought to do.

But now so it is, may it please your honors, that the said Albert J. Graeffe and the said Mary J. Graeffe, contriving how to wrong and injure your orators in the premises, absolutely refuse to comply with such requests, all which actings, doings, pretences and refusals are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orators in the premises.

In consideration whereof, and forasmuch as your orators can only have adequate relief in the premises in a court of equity, where matters of this nature are properly cognizable and relievable.

To the end therefore that the said Albert J. Graeffe and the said Mary J. Graeffe may (but not upon their respective oaths, the same being hereby waived,) to the best and utmost of their respective knowledge, remembrance, information and belief, full, true, direct and perfect answer make to all and singular the matters aforesaid, and that as fully and particularly as if the same were here repeated and they and each of them distinctly interrogated thereto, and that the said respondents may be decreed to cancel said deed from said Albert J. Graeffe to said William H. Garner, and also to cancel the

deed aforesaid from said William H. Garner to said Mary J. Graeffe, and to release her pretended title thereunder to said estate upon the record to your orators.

And that the said respondents and each of them, and those, if any, claiming under them, may be compelled by decree of this honorable court to surrender and deliver up the possession of said real estate and premises to your orators.

And that an account may be taken under the direction of this honorable court of all the rents and profits of said estate which have been received by the said defendants, the said Albert J. Graeffe and the said Mary J. Graeffe, or by any other persons or person, by their or either of their order, to their or either of
385 their use, or which, without their wilful default or neglect, might have been received since the purchase of said estate by your orator, Christopher A. Shippee, at the execution sale thereof, as aforesaid, and that the said defendants may be decreed to pay to your orators that upon the taking of said accounts shall appear to be due them;

And that some proper person may be appointed to take charge of said estate, and to receive the income, rents and profits thereof, and to hold the same subject to the order of this honorable court.

And that the said Albert J. Graeffe and the said Mary J. Graeffe may, by the decree of this honorable court, be enjoined from selling and conveying, by deed or otherwise, said real estate, or mortgaging, or in any manner encumbering the same, or from collecting the income, rents and profits of said real estate, or in any manner interfering with said estate, and that the said Joseph Dewes, the lessee of said real estate as aforesaid, and other the tenants of said estate, may be ordered to attorn to such receiver, or to your orators, and may be enjoined from paying over the income, rents and profits of said real estate or any part thereof to the said Albert J. Graeffe or to the said Mary J. Graeffe.

And that the said Joseph Dewes may be directed to pay over the same to such receiver or to your orators.

And that your orators may have such further and other relief in the premises as the nature of the circumstances of this case may require, and to your honors shall seem meet,—

May it please your honors to grant unto your orators a writ of subpœna, directed to the said respondents, the said Albert J. Graeffe and the said Mary J. Graeffe, thereby commanding them and each of them, at a certain day and under a certain penalty therein to be limited, personally to be and appear before this honorable court, and then and there full, true, direct and perfect answer make
386 to all and singular the matters aforesaid, and further to stand to, perform and abide such further order, direction and decree therein as to your honors shall seem meet.

And your orators shall ever pray.

CHRISTOPHER A. SHIPPEE.
SAM'L W. K. ALLEN.

JAMES TILLINGHAST,
Complainants' Solicitor.

KENT, *sc:*

In East Greenwich, this third day of August, A. D. 1887, personally appeared before me the above-named Christopher A. Shippee and Samuel W. K. Allen, who have subscribed the above bill of complaint, and severally made oath that the facts therein set forth are true to the best of their respective knowledge and belief.

C. J. ARMS,
Notary Public.

Answer.

Filed October 29, 1887.

The defendants, Albert J. Graeffe and Mary J. Graeffe, by Ballou & Jackson, their solicitors, answer the bill of complaint of Christopher A. Shippee and Samuel W. K. Allen as follows:

These defendants now and at all times hereafter, saving and reserving to themselves and each of them all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said complainants' said bill of complaint, for answer thereto, or unto so much and such parts thereof as these defendants are advised is or are material or necessary for them or either of them to make answer unto, they, these defendants, severally answering, say:

They deny that at the times mentioned in the said bill of
387 complaint, or at any time, this defendant Albert J. Graeffe purchased in his own right as in fee simple, the several tracts or parcels of land mentioned and described in said bill of complaint, or any of them.

And these defendants further answering deny that in the year 1880, or at any time, the defendant Albert J. Graeffe erected large and expensive buildings and made other valuable and extensive improvements upon said lands and premises, at the costs on said lands and improvements so made by said defendant Albert J. Graeffe, of upwards of $48,000. And they deny that the said defendant Albert J. Graeffe erected any buildings or made any improvements upon said lands of the value mentioned in said bill of complaint or of any sum whatever.

And these defendants further answering deny that the defendant Albert J. Graeffe procured the moneys wherewith to defray the cost of said lands and improvements, or a very large portion thereof or any part thereof, by the discount by divers or any persons or corporations of his acceptances of drafts drawn upon him by the firm or copartnership of J. C. Schroeder and Company.

And these defendants further answering admit the formation of the corporation known as the American Mills Company, except that they deny that said corporation was composed exclusively of the members of the firm of J. C. Schroeder and Company.

And these defendants further answering deny that the said American Mills Company had no other capital or property other than the property transferred to said company by the said firm of J. C. Schroeder and Company.

And these defendants further answering deny that the defendant Albert J. Graeffe leased or rented any lands or estate belonging to him — the said American Mills Company.

And these defendants further answering deny that the drafts mentioned in said bill of complaint or any of them were discounted by the persons or corporations to whom the same were presented upon the faith of or relying upon the credit or reputation for
388 pecuniary responsibility acquired by the defendant Albert G. Graeffe as the record owner of the real estate mentioned in the said bill of complaint or upon his direct statements or representations that he was the owner of the real estate aforesaid.

And these defendants further answering deny that the proceeds of the drafts alleged to have been discounted by the defendant Albert J. Graeffe for his own benefit or the moneys realized by him from the sale of portions of merchandise sold or to be sold by the defendant Albert J. Graeffe for the account of said American Mills Company were used by the defendant Albert J. Graeffe to pay, as they matured, acceptances of the drafts of J. C. Schroeder and Company, the proceeds of the discount of which are alleged to have been used to pay for the real estate and improvements mentioned in said bill of complaint.

And these defendants further answering deny that the Second National Bank of Providence, or the Fourth National Bank of New York, did, upon the faith of any alleged representations of the alleged ownership of the defendant Albert J. Graeffe in the estate described in said bill of complaint, discount any of the drafts drawn by the said American Mills Company and accepted by the defendant Albert J. Graeffe between the first day of September, 1880, and the first day of March, 1881, or at any time.

And these defendants further answering, upon information and belief, deny that the drafts discounted by or which came into the possession of the Second National bank or of the said Fourth National bank, still remain unpaid.

And these defendants further answering allege that they are informed that certain proceedings were taken or attempted to be taken by the Fourth National bank in or during the month of March, 1881, as to the particulars of which proceedings or the result thereof they have no information sufficient to form a belief, except that they deny that in and by said proceedings there was attached any real estate belonging to the defendant Albert J. Graeffe. And they deny that the complainant Christopher A Shippee became the purchaser of any real estate of the defendant Albert J.
389 Graeffe alleged to have been attached in said action, or that the said complainant Christopher A. Shippee received any deed conveying to him any interest in the property described in the complaint or any part thereof.

And these defendants further answering deny that the defendant Albert J. Graeffe, in contemplation of insolvency or in fraud of his creditors, made or executed a deed conveying the real estate described in said bill of complaint to one William H. Garner.

And these defendants further answering said bill of complaint,

deny that at the time of the making of the conveyance by the defendant Albert J. Graeffe to said William H. Garner, he, the said Albert J. Graeffe, was insolvent and unable to pay his debts.

And these defendants further answering said bill of complaint, deny the allegation in said bill of complaint contained, that no money was ever paid by said Garner to the defendant Albert J. Graeffe, nor to any one for him for said deed of conveyance, nor for the estate conveyed by said deed.

And these defendants further answering said bill of complaint, deny the allegation therein contained, that no money was ever paid by this defendant Mary J. Graeffe, nor by any one for her, to said William H. Garner for said deed or conveyance.

And these defendants further answering said bill of complaint, deny that as a part of an alleged or any scheme to defraud the creditors of the defendant Albert J. Graeffe, the said defendant, Albert J. Graeffe, transferred or delivered to the said William H. Garner a large or any quantity of merchandise which he had theretofore received from the American Mills Company; and they deny the allegation in said bill of complaint that no money consideration or other valuable thing was paid therefor by said Garner or by any other person.

And these defendants further answering said bill of complaint, deny that the defendant Albert J. Graeffe had procured the transfer to him of the merchandise mentioned in said bill of complaint, or any merchandise on the false or fraudulent pretense that the said American Mills Company was largely indebted to
390 him, or with the intent to cheat or defraud the lawful creditors of said company, or as part of any alleged scheme charged or set forth in said bill of complaint.

And these defendants further answering said bill of complaint, deny that the merchandise transferred by said American Mills Company to this defendant Albert J. Graeffe on or about the 28th day of February, 1881, or at any time, constituted substantially the whole of the property of said company of any value.

And these defendants further answering said bill of complaint, deny that the real property alleged to have been conveyed and transferred by the defendant Albert J. Graeffe to the said William H. Garner comprised the whole of the property then owned by or in possession of the defendant Albert J. Graeffe.

And these defendants further answering said bill of complaint, deny that said conveyance and alleged transfer of real property and merchandise by this defendant Albert J. Graeffe to said Garner was made by this defendant Albert J. Graeffe in contemplation of insolvency or with intent to cheat, hinder, delay or defraud the creditors of this defendant Albert J. Graeffe or of the said American Mills Company, or was part of a scheme between these defendants Albert J. Graeffe and Mary J. Graeffe and the said William H. Garner, to place the same beyond the reach of the creditors of said Albert J. Graeffe or of the said American Mills Company; or by placing the same in the name of the defendant Mary J. Graeffe, to preserve the same in the actual use or enjoyment of the defendant

Albert J. Graeffe; and they deny that said alleged conveyance and transfer were had, made or contrived in fraud, covin, collusion or guile or with intent or purpose to delay, hinder or defraud the creditors of the defendant Albert J. Graeffe or of the said American Mills Company, of their just and lawful actions, debts, suits, accounts or just demands against him, the defendant Albert J. Graeffe, or said company.

And these defendants further answering said bill of complaint, deny that in pursuance of the alleged scheme set forth in said bill of complaint or of any scheme, the said William H. Garner
391 sold and disposed of the merchandise mentioned in said bill of complaint, and delivered the proceeds thereof to the defendant Albert J. Graeffe or that said defendant Albert J. Graeffe has since had the control, use and enjoyment of the same.

And these defendants further answering said bill of complaint, allege that during all the times mentioned and described in the said bill of complaint, these defendants Albert J. Graeffe and Mary J. Graeffe were residents and citizens of the State of New York, and during said times and prior thereto, that this defendant Mary J. Graeffe had inherited from her father and had become possessed as heir-at-law of a deceased uncle, of a large amount of property, real and personal, of the value of upwards of one hundred thousand dollars, which, under and by virtue of the laws of the State of New York, she was entitled to receive, manage, hold and dispose of as though she were a single woman. That for the purpose of realizing the value of said property, so given, devised and bequeathed to her as aforesaid, she authorized her husband, the defendant Albert J. Graeffe, by a proper power of attorney, to collect, dispose of and receive said property so given, devised and bequeathed to her as aforesaid, or the money value thereof, for the use and benefit and advantage of said Mary J Graeffe.

That while the said moneys or a large part thereof were so in the hands of the defendant Albert J. Graeffe as agent and attorney-in-fact for his wife, the defendant Mary J. Graeffe, the defendant Albert J. Graeffe recommended to her, the defendant Mary J. Graeffe, the purchase of the property described in the bill of complaint, and that payment therefor be made out of the moneys then in his hands and about to come into his hands belonging to the defendant Mary J. Graeffe as aforesaid, and the defendant Albert J. Graeffe was authorized and empowered by the defendant Mary J. Graeffe to make the purchase of said property for her and to take the title thereof in the name of this defendant Mary J. Graeffe, and to make improvements on said property out of the moneys in the hands of the defendant Albert J. Graeffe belonging to the defendant
392 Mary J. Graeffe, to the end that said property might be put in condition to rent, so that an income might be derived therefrom for the benefit of the defendant Mary J. Graeffe.

That thereafter the defendant Albert J. Graeffe, under the authority aforesaid, began to negotiate for the purchase of the property described in said bill of complaint and paid the purchase-money therefor out of the moneys then in his hands belonging to

the defendant Mary J. Graeffe, but when the time came to take title thereto, took the conveyances of said property in his own name, without the knowledge or consent of the defendant Mary J. Graeffe.

That thereafter the defendant Albert J. Graeffe commenced the improvement of said property, making the payments therefor out of the moneys in his hands as agent and attorney-in-fact for the defendant Mary J. Graeffe, then largely in excess of the cost or purchase price of said property and said improvements, until he had expended in the purchase of said property and in the improvements thereon the sum of $48,910.94 of the moneys belonging to the defendant Mary J. Graeffe so in his hands or possession as agent or attorney-in-fact aforesaid.

And these defendants further answering said bill of complaint, allege that it was not until some time thereafter that the defendant Mary J. Graeffe discovered that the title to said property had not been taken in her name, but had been taken and the record title thereof made in the name of the defendant Albert J. Graeffe. And thereupon, upon the demand and at the request of the defendant Mary J. Graeffe, the deed of conveyance transferring the record title of said real estate from the defendant Albert J. Graeffe was made to William H. Garner, by deed of conveyance also in said bill of complaint mentioned, transferred to this defendant Mary J. Graeffe, who ever since the first day of March, 1881, the date of the execution and delivery of the said deeds of conveyance, has been and still is in possession of said real estate and improvements thereon and of the rents, issues and profits thereof.

And these defendants further answering, allege that at or
393 about the time of the transfer of the real property mentioned in said bill of complaint by the defendant Albert J. Graeffe to the said William H. Garner, and by the said William H. Garner to this defendant Mary J. Graeffe, and of the transfer of the personal property also mentioned in said bill of complaint, this defendant Albert J. Graeffe was indebted to the defendant Mary J. Graeffe for the money so had, collected, received and realized by the defendant Albert J. Graeffe acting as the agent and attorney-in-fact for the defendant Mary J. Graeffe, in the sum of over one hundred thousand dollars; and said transfers of real property so standing nominally of record in the name of the defendant Albert J. Graeffe and of the personal property also in said complaint mentioned, was made and accepted and received by this defendant Mary J. Graeffe, as she lawfully might, as a payment on account for the full value thereof, of the indebtedness of the defendant Albert J. Graeffe to her as aforesaid, and that the said transfers were made in good faith and for value, and without any intention on the part of these defendants or either of them to wrong, cheat or defraud the creditors of the defendant Albert J. Graeffe or of the American Mills Company or of any of them.

And these defendants further answering deny that by virtue of any alleged attachment, judgment, levy or execution issued out of any court or otherwise, that the complainants, or either of them, had secured or obtained any lien upon or interest in any of the

property mentioned or described in the complaint, or any part thereof.

And these defendants further answering said bill of complaint, deny all and all manner of unlawful combination or confederacy wherewith they are by said bill of complaint charged; without this, that there is any other matter, cause or thing in said bill of complaint contained material or necessary for these defendants to make answer unto and not herein and hereby well and sufficiently answered, confessed, traversed, avoided or denied, is true to the knowledge and belief of these defendants. All of which matters and things these defendants are willing to aver, maintain and
394 prove as this honorable court shall direct, and humbly pray to be hence dismissed, with their reasonable costs and charges in this behalf most wrongfully sustained.

MARY J. GRAEFFE,
By ALEX. THAIN, *Her Att'y.*
ALBERT J. GRAEFFE,
By BALLOU & JACKSON, *His Att'ys.*

BALLOU & JACKSON,
Solicitors for the Defendants.
ALEX. THAIN,
Of Counsel.

UNITED STATES OF AMERICA,
Southern District of New York, City and County of New York, } *ss:*

NEW YORK, *Jan'y* 16, 1888.

Messrs. Ballou & Jackson.

GENTLEMEN: I hereby authorize you to sign the answer to the cross-bill of Shippee and Allen against Albert J. Graeffe *et ux.* for me.

Yours, &c., A. J. GRAEFFE.

Filed Jan'y 23, 1888.

HENRY PITMAN,
Clerk U. S. Cir. Ct.

395 *Replication.*

Filed December 1, 1887.

The replication of said Christopher A. Shippee and Samuel W. K. Allen, complainants, to the answer of Albert J. Graeffe and wife, defendants.

These repliants saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith, that they will aver and prove their said bill to be true, certain and sufficient in the law to be answered unto; and that the said answer of the said defendants is uncertain, untrue and insufficient to be replied unto by these

repliants; without this, that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are and will be ready to aver and prove, as this honorable court shall direct, and humbly prays as in and by their said bill they have already prayed.

JAMES TILLINGHAST,
Solicitor for Complainants.

396 *Agreement as to Testimony.*

Filed February 18, 1888.

ALBERT J. GRAEFFE and WIFE
v.
SECOND NATIONAL BANK *et al.* } Equity. No. 2041.

and

CHRISTOPHER A. SHIPPEE *et al.*
v.
ALBERT J. GRAEFFE. } Equity. No. 2234.

It is agreed that both of these cases shall be tried upon the testimony that has been taken in said original case, and that said testimony is now closed, and that publication of the same may pass immediately into the clerk's office.

Providence, February 17, 1888.

BALLOU & JACKSON,
Solicitors for Pl'ffs in Original Case 2041 *and Att'ys for Def'ts in No.* 2234.
JAMES TILLINGHAST,
For Def'ts in said Original Case No. 2041 *and For Compl'ts in No.* 2234.

397 *Final Decree.*

Entered July 20, 1889.

This cause came on to be heard at a former term upon bill, answer, replication, and proofs, and was argued by counsel, and thereupon, — consideration thereof, it is ordered, adjudged, and decreed as follows, viz:

That the complainants in said cause are entitled to the relief prayed for by their bill therein, and that the deeds referred to in said cause from Samuel L. Tillinghast, as *to* deputy sheriff, to said complainant, Christopher A. Shippee, bearing date March 8th, 1882, and from said Christopher A. Shippee to said complainant, Samuel W. K. Allen, bearing date July 1st, 1882, were and are valid
398 and effectual as against said defendants, Albert J. Graeffe and Mary J. Graeffe, and each of them and their and each of their heirs and all persons claiming under them or either of them, to vest in and did vest in said complainants an indefeasible estate in

fee simple to their own use in the lands, tenements, and heredi-ments in and by said deeds described and conveyed.

And that the deeds referred to in said cause, bearing date March 1st, 1881, from said Albert J. Graeffe to William H. Garner, and from William H. Garner to said Mary J. Graeffe, were and are absolutely void and as clouds upon the complainants' title to their said lands.

That the said defendants, on or before the 20th day of August, 1889, surrendered up the same to said complainants to be cancelled, and that the said defendants, on or before said last-named day, execute and deliver to said complainants, in due form of law,
399 their deed of release in fee simple of all said lands, tenements, and heredi-ments, and that said defendants forthwith surrender and deliver to said complainants the possession of all said lands, tenements, and heredi-ments, and that a writ of assistance forthwith issue to put said complainants into full possession and enjoyment thereof, and of the rents, issues, and profits thereof accordingly;

And that the complainants have and recover of said defendants their costs in said cause, to be taxed.

Entered as the decree of this court, per order thereof, this 20th day of July, A. D. 1889.

HENRY PITMAN, *Clerk.*

400 Circuit Court of the United States, District of Rhode Island.

ALBERT J. GRAEFFE *et ux.*
vs.
THE SECOND NATIONAL BANK *et als.*

Before Gray and Colt, JJ.

Opinion of the Court.

(July 8, 1889.)

COLT, *J.:*

This is a bill in equity to set aside as a cloud upon the complainants' title certain conveyances to the defendants, and a cross-bill to set aside as fraudulent, conveyances of the same property to the complainant Mary J. Graeffe. The property is situated at Warwick, Rhode Island.

At the time the bill was brought the complainants were man and wife. The property was purchased in the spring of 1880 for about $6,000, and the title was taken in the name of the husband, Albert J. Graeffe, who then proceeded to expend in improvements over $40,000. In October, 1880, Graeffe leased the premises to
401 the American Mills Co., of which corporation he was one of the largest stockholders, and the treasurer. On March 1, 1881, both Graeffe and the American Mills Co. being insolvent made assignments. The Fourth National Bank of New York, on March 5, 1881, brought suit against Graeffe and attached this property.

Subsequently judgment was recovered, and on February 28, 1882, the property was purchased upon execution sale by the defendant Shippee. Afterwards Shippee sold an undivided half of the premises to the defendant Allen. On March 16, 1881, suit was brought by the defendant, The Second National Bank of Providence, against Graeffe and the American Mills Co., and the property attached; judgment was obtained and the property subsequently sold on execution to the bank.

On March 1, 1881, the day of the assignment of Graeffe and the American Mills Co., he conveyed by deed these premises to William H. Garner for the consideration of $48,910.94, and Garner on the same day conveyed the property to the complainant, Mary J. Graeffe. Garner is a brother of Mrs. Graeffe.

The theory upon which the complainant, Mary J. Graeffe, rests her claim to this property, is that it was purchased and improved with her money, and that the title should have been taken out in her name. She testifies that it was not until August, 1880, or several months after the purchase, that she understood from her husband that the property was not in her name. It is a significant fact, however, that while Mrs. Graeffe says that she insisted at this interview in August that the property should be put in her name, she also says that she does not think she ever spoke of the subject again until her husband was about to fail, when she brought the matter to the attention of her brother. In other words, Mrs. Graeffe, by her own admission, allowed her husband, who was engaged in a manufacturing business, to retain the title to the property and obtain credit from banking institutions upon the faith of such ownership, as the evidence shows, for more than six months after the real condition of the title came to her knowledge.

It does not appear from the evidence that the husband at any time had any property. It does appear, however, that Mrs. Graeffe inherited about 1877 from her uncle and father something over $100,000, and that Graeffe received this money under a power of attorney from his wife. A fair reading of the whole evidence and examination of the voluminous accounts introduced, discloses,
402 we think, that previous to the purchase of this property in 1880, Graeffe had used for business purposes, family expenses, and in various ways by far the greater portion of this property.

It further appears from Mrs. Graeffe's testimony that her husband exercised absolute control over her estate.

"Q. Can you now remember about the amount you received from your father's estate? A. I suppose about $25,000.

Q. Was it received by you personally? A. No, I have never received a penny personally, directly.

Q. From either estate? A. No.

Q. Who received it? A. My husband.

Q. Have you any knowledge of how the moneys from your father's estate was invested? A. Not at all.

Q. Your husband took the money and used it? A. He took charge of it. I understand he kept books as to the property.

Q. As to the management? A. He did as he liked.

Q. Have you any reason to suppose that any of it was used by him in his business? A. No. I have not thought anything about it. He had full charge of my estate.

Q. Did you ever call on him to account for it? A. Never, except at the time of his failure.

Q. You knew that he was doing business? A. Yes.

Q. And a business requiring more or less money in the conduct of it? A. No. When we were married I knew he had no money. He did a commission business then, and I understood he could get along on a small capital, and I believe his father assisted him.

Q. Did he, from time to time, consult you about the investment of your money? A. Never, except in regard to this real estate.

Q. That was done at your suggestion? A. I think so.

Q. Your father and your uncle had been in the manufacturing business? A. Yes.

Q. And you were desirous that your husband should be in the business? A. Yes, I did not want him depending upon these manufacturers with whom he was coming in contact.

Q. Did your husband ever apply to you for the loan of money? A. No.

Q. Your husband still has the management of your property? A. He has still the charge of my affairs.

Q. Are you keeping house? A. No.

403 Q. All your property is still in your husband's hands? A. Yes.

Q. Have you any idea to-day how it is invested? A. No."

This is a case as disclosed by the evidence where a wife for years allowed her husband to do as he pleased with her property, calling him to no account whatever, and where no action is taken by her until he has become insolvent, and is about to make an assignment. Property is permitted to stand in his name for months after the wife has knowledge of the actual condition of the title, and credit is given the husband on the faith that he is the real owner. Where a wife thus permits her money or property to pass into her husband's hands and possession to manage as he sees fit, without any promise by him to repay it, and persons are for this reason induced to give credit to the husband, it neither becomes impressed with a trust in her favor, nor does she become his creditor in respect of it so as to sustain a conveyance by him to her upon the eve of his insolvency as against his general creditors.

Humes *v.* Scruggs, 94 U. S., 22.
Wortman *v.* Price, 47 Ill., 22.
Hockett *v.* Bailey, 86 Ill., 74.
Besson *v.* Eveland, 26 N. J. Eq., 468.

It is strongly urged by the complainants, that assuming no agreement existed that this property should be taken in the name of Mrs. Graeffe, there was still nothing illegal or inequitable for him to prefer her to the amount of his indebtedness to her. The question of the legality of a preference under Rhode Island laws does not arise in this case, for our decision rests upon the principle that Mrs.

Graeffe by her own conduct or acts, by what she permitted to be done, or neglected to do, is estopped in a court of equity from claiming this estate as against the general creditors of her husband.

The original bill should be dismissed, and the conveyances made to Garner and Mrs. Graeffe should be surrendered and cancelled as prayed for by the cross-bill.

404 *Notice of Appeal.*

From which decrees the complainants' counsel in the case, Albert J. Graeffe *et ux. vs.* Second National Bank, and the defendants' counsel in the cross-bill, Christopher A. Shippee *et al. vs.* Albert J. Graeffe *et ux.*, gave notice in open court, on the 24th day of August, 1889, of their intention to appeal said causes to the Supreme Court of the United States.

Appeal allowed in open court.

HENRY PITMAN, *Clerk.*

405 *Appeal Bond. Filed Sept. 20th*, 1889.

Circuit Court of the United States, District of Rhode Island.

ALBERT J. GRAEFFE and MARY J. GRAEFFE
against
THE SECOND NATIONAL BANK OF PROVIDENCE *et al.*

CHRISTOPHER A. SHIPPEE and SAMUEL W. K. ALLEN
vs.
ALBERT J. GRAEFFE and MARY J. GRAEFFE.

Know all men by these presents that we, Mary J. Garner, formerly Mary J. Graeffe, of Haverstraw, in the State of New York, and Egbert H. Fiske, of Burrillville, in the State of Rhode Island, are held and firmly bound unto the Second National Bank of Providence, Rhode Island, and Christopher A. Shippee and Samuel W. K. Allen, of East Greenwich, in the State of Rhode Island, in the sum of five hundred dollars, to be paid to the said Second National Bank of Providence, Rhode Island, the said Christopher A Shippee and the said Samuel W. K. Allen, their successors, executors, or administrators; to which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly with these presents.

Sealed with our seals. Dated this 23rd day of August, A. D. 1889.

Whereas the above-named Mary J. Garner hath prosecuted an appeal to the Supreme Court of the United States to reverse the judgment rendered in the above-entitled action by the circuit court of the United States for the district of Rhode Island:

406 Now, therefore, the condition of this obligation is such that if the above-named Mary J. Garner shall prosecute her said appeals to effect and answer all costs if she shall fail to make good

her appeals, then this obligation shall be void; otherwise to remain in full force and virtue.

MARY J. GARNER. [SEAL.]
EGBERT H. FISKE. [SEAL.]

Sealed and delivered in the presence of—
ISAAC BADEAU,
As to Mary J. Garner.

STATE OF NEW YORK, } ss:
County of Putnam, }

On this 26th day of August, A. D. 1889, before me personally came Mary J. Garner, to me known and known to me to be one of the persons described in and who executed the foregoing bond, and she acknowledged to me that she executed the same for the uses and purposes therein mentioned.

[L. S.] ISAAC BADEAU,
Justice of the Peace, County of Putnam, N. Y.

407 STATE OF NEW YORK, } ss:
Putnam County, }

I, Edward C. Weeks, clerk of said county of Putnam, and also clerk of all the courts of record directed by law to be held therein, do hereby certify that Isaac Badeau, Esq., whose name is subscribed to the proof or acknowledgement of the annexed instrument, was at the time of taking such proof or acknowledgement a justice of the peace in and for said county, duly authorized to take the same, and that I am well acquainted with his handwriting and verily believe that the signature thereto purporting to be his is genuine; and I further certify that said instrument is executed and acknowledged according to the laws of the State of New York.

In testimony whereof I have hereunto set my hand and
[L. S.] affixed my official seal, at Carmel, this 26th day of August, 1889.

E. C. WEEKS, *Clerk.*

STATE OF RHODE ISLAND, } ss:
County of Providence, }

On this 19th day of September, A. D. 1889, before me personally came and appeared Egbert H. Fiske, to me personally known and known to me to be one of the persons described in and who executed the foregoing bond, and he acknowledged to me that
408 he executed the same for the purposes therein mentioned.

DANIEL R. BALLOU,
Justice of the Peace.

STATE OF RHODE ISLAND, } ss:
County of Providence, }

Egbert H. Fiske, the surety named in the foregoing bond, having been first duly sworn, deposes and says that he resides at Burrillville, in the State of Rhode Island; that he is the surety named in

the foregoing bond, and as such subscribed his name thereto; that he is a real-estate holder in the State of Rhode Island, and is worth the sum of one thousand dollars above all his debts and liabilities and property exempt by law from levy or sale under attachment or execution.

EGBERT H. FISKE.

Sworn to this 19th day of September, A. D. 1889.

DANIEL R. BALLOU,
Justice of the Peace.

Approved the 23d day of September, 1889.

G. M. CARPENTER, *J.*

409 UNITED STATES OF AMERICA, } *sc:*
District of Rhode Island, }

CLERK'S OFFICE U. S. CIRCUIT COURT,
AT PROVIDENCE, *October 17th,* 1889.

I, Henry Pitman, clerk of the circuit court of the United States for the first circuit and district of Rhode Island, do hereby certify that the foregoing four hundred and eight pages contain a true transcript of the record in the cases Albert J. Graeffe *et ux. vs.* Second National Bank *et als.* and the cross-bill Christopher A. Shippee *et al. vs.* Albert J. Graeffe *et ux.* and of all the proceedings therein.

Seal of Circuit Court, Rhode Island.

In testimony whereof I have hereunto set the seal of said court and my hand on the day and year above written.

HENRY PITMAN, *Clerk.*

410 United States Circuit Court, District of Rhode Island.

ALBERT J. GRAEFFE and MARY J. GRAEFFE, Complainants and Appellants,
against
THE SECOND NATIONAL BANK OF PROVIDENCE *et als.*,

& cross-bill,

CHRISTOPHER A. SHIPPEE and SAMUEL W. K. ALLEN
v.
ALBERT J. GRAEFFE *et ux.*, Defendants and Respondents.

To the honorable the Supreme Court of the United States:

The appeal of Mary J. Garner, formerly Mary J. Graeffe, complainant, respectfully shows—

That on the 2nd day of December, 1882, this complainant, under her then name of Mary J. Graeffe, together with Albert J. Graeffe, then her husband, filed their bill of complaint in the circuit court of the United States for the first circuit and the district of Rhode Island against the above-named Second National Bank of Providence, Rhode Island, and Christopher A. Shippee and Samuel W. K. Allen, the above-named defendants and respondents, alleging—

That said complainants were residents and citizens of the State of New York and the said defendants residents and citizens of the State of Rhode Island.

411 That during the winter of 1879 and 1880 or thereabouts the complainant Albert J. Graeffe, having conceived a scheme for forming a corporation for manufacturing purposes and having learned that there was a mill property in Warwick, near East Greenwich, in the county of Kent and State of Rhode Island aforesaid, which could be purchased and utilized at a moderate expense for the purpose of said manufacturing, but having no money of his own wherewith to purchase the same, proposed to this complainant, then his wife, who was the owner and possessed of considerable property in her own right, that this complainant should purchase said property and put the same in good condition for manufacturing purposes, that the same might be rented by this complainant to said proposed corporation so as to be a safe and remunerative investment for the money of this complainant.

That the property so proposed was known as the "Richard G. Howland mill property," together with certain other real estate and water rights adjacent and appurtenant thereto.

That when said proposition was made by the complainant Albert J. Graeffe to this complainant said Albert J. Graeffe was the husband of this complainant, Mary J. Garner, and was the agent and trustee of this complainant in the care, custody, and management of her said separate property, and this complainant, confiding in the representations of her then husband and in his judgment and good intentions, consented to the purchase of said property

412 and to the putting of the same in condition for manufacturing purposes, it being understood and agreed between the said complainants that the property when purchased should be conveyed to this complainant, so that the deeds and records thereof should stand in her individual name in fee and the title thereto absolutely vested in her.

That afterwards and pursuant to the consent of this complainant the said Albert J. Graeffe purchased on the 12th day of March, 1880, from Mary A. and Elizabeth B. Howland, of Brattleborough, in the State of Vermont, two certain parcels of land situate in Warwick, in the county of Kent, in the State of Rhode Island, bounded northerly by lots numbers 85 and 86 on a plat of an estate laid out into house lots, belonging to Stephen Greene, adjacent to East Greenwich line, surveyed and platted, Providence, May 9th, 1847, by Atwater & Schubarth, and on file in the town clerk's office of said town of Warwick, bounded easterly on Spring street, southerly on Division street, and westerly on Duane street, and marked on said plat "Pollard. The other of said parcels consisted of eight lots on said plat, numbered 33, 34, 36, 37, 38, 35, 43, and 44, bounded northerly on lots 39 and 45 on said plat, easterly on Duane street, westerly on Marlborough street, being two hundred feet square, said two parcels being known as "the Richard G. Howland mill property," lying to the northward of Division street and to the

eastward of Marlborough street, as delineated on said plat, however bounded or described.

413 Also a certain lot or parcel of land situated in the town of Warwick, near East Greenwich, purchased of Dutee Arnold, of said town of Warwick, on or about the 25th day of May, 1880, and conveyed by said Dutee Arnold by deed of warranty on said 25th day of May, 1880, bounded and described as follows:

Beginning at the southeast corner thereof, thence westerly two hundred and eight feet; thence southerly on the line of the grantee; thence northerly, bounding westerly on Duane street, as shown on plat of an estate laid out in house lots belonging to Stephen Greene, adjacent to East Greenwich, surveyed and platted, Providence, May 9th, 1847, by Atwater & Schubarth, to a point twenty-nine and one-tenth feet north of the line dividing lots numbered 83 and 84 on said plat; thence easterly, bounding northerly on other land of the grantor two hundred and eight feet to a point twenty-nine and one-tenth feet north of the line dividing lots numbered 87 and 89 on said plat; thence southerly, bounding easterly on Spring street.

Also a certain lot or parcel of land situate in the town of Warwick, near East Greenwich, conveyed by said Dutee Arnold by deed of warranty on said 25th day of May, 1880, and dated on that day, bounded and described as follows:

Beginning at the northeast corner thereof, at the corner of Spring and Greene streets, as shown on plat of an estate laid out in house lots, belonging to Stephen Greene, adjacent to East Greenwich, surveyed and platted, Providence, May 9th, 1847, by Atwater &

414 Schubarth, thence southerly, bounding easterly by said Spring street, seventy and nine-tenths feet; thence westerly, bounding southerly by land conveyed by the said grantor to the same grantee by deed bearing even date, two hundred and eight feet to a point seventy and nine-tenths feet south of the north line of lot numbered 83 on said plat; thence northerly, bounding westerly on Division street, as shown on said plat, seventy and nine-tenths feet to Greene street, as shown on said plat; thence easterly, bounding northerly on said Greene street, to the place of beginning, two hundred and eight feet.

Also the sole and exclusive right to draw water from a certain fountain on land formerly owned by William Clapp, deceased, by deed of Mary Clapp and Marcy S. W. Clapp, both of Warwick, in the county of Kent, in the district aforesaid, by deed of indenture dated and executed on said third day of April, A. D. 1880, to have the exclusive control of a certain fountain about twenty-one feet long and about eleven feet wide, be the same more or less, situate in said Warwick on land formerly owned by William Clapp, deceased, known as "the fountain land," the center of said fountain being situated about forty-eight feet from a stone wall separating northerly said Clapp land from land now or formerly owned by Thomas J. Hill, about two hundred and seventy-four feet from a stone wall separating easterly said Clapp land from land now or formerly of said Thomas J. Hill, and about four hundred and seven

feet from the highway on the southerly side of said Clapp
415 land, known as Division street; also the privilege and right to enlarge the said fountain to dimensions not to exceed forty feet square; also the right and privilege to lay and bury a line of pipe from the said fountain in a southeasterly direction through the said fountain lot to said Division street.

That Abbie A. Arnold, wife of said Dutee Arnold, released her right of dower in the afore-described real estate conveyed by said Dutee Arnold as aforesaid by her separate deed of release, dated September 29, A. D. 1880.

That the said property was purchased as aforesaid and paid for by the complainant Albert J. Graeffe out of the moneys belonging to this complainant, Mary J. Garner, which were in his hands and possession as the agent and trustee of this complainant and which was the sole and separate property of this complainant.

That notwithstanding this fact and contrary to the express directions of this complainant and the understanding between this complainant and her then husband, Albert J. Greeffe aforesaid, the said Albert J. Graeffe, without the knowledge or consent of this complainant, caused the said deeds and deeds of indenture and of release to be made out in his name as grantee thereof, so that the said real estate, premises, and appurtenances stood in his name as if the fee thereof were vested in him, the said Albert J. Graeffe.

That upon said premises there was, together with tene-
416 ments and other buildings, a factory; and in pursuance of the consent given by this complainant to her co-complainant, Albert J. Graeffe, the said Albert J. Graeffe caused said premises and factory and buildings to be improved and repaired and equipped with machinery for manufacturing purposes and expended thereon large sums of money belonging to this complainant in so doing.

That in the purchase and improvement of said property there was paid out of the sole and separate estate of this complainant, then in the hands of said Albert J. Graeffe, the sum of forty-eight thousand nine hundred and ten $\frac{94}{100}$ dollars, which was the total cost and expenditure for the purchase and improvement of said property.

That in purchase and improvement of said property the complainant Albert J. Graeffe acted simply as agent for this complainant, and that the taking of the title to said property in his own name was contrary to the direction of this complainant and to the understanding between this complainant and the said Albert J. Graeffe; that the said deeds of said property were to be made out in the name of this complainant so that said property should stand in her name and the fee thereof vested in her as her sole and separate property.

That this complainant supposed and believed that when the said deeds of conveyance were made and executed said property had been conveyed to her in her own name as her sole and separate estate in accordance with her directions and the understanding had with her co-complainant, Albert J. Graeffe, when she consented that

her name might be used for that purpose, and she did not
417 learn that the title had been taken in the name of her co-complainant, Albert J. Graeffe, until early in the following summer of the year 1880, when this complainant was informed by the said Albert J. Graeffe that the title stood in his name; whereupon this complainant requested her co-complainant, Albert J. Graeffe, to cause the said property to be conveyed to her without further delay, and which the said Albert J. Graeffe then promised to do, but neglected to do at that time.

That on the 16th day of October, 1880, the said premises having been put in a condition for manufacturing purposes, the said Albert J. Graeffe leased the same for a term of five years to the American Mills Company, a corporation organized under the laws of the State of New York.

That the said American Mills Company entered into the possession of the said real estate and appurtenances and commenced the business of manufacturing, and so continued down to the month of February or thereabouts in the year 1881, when, the said company becoming embarrassed by debts, the fact became known to a brother of this complainant, who was also informed that the title to the said real estate occupied by said company stood in the name of the complainant Albert J. Graeffe; whereupon this complainant's brother informed this complainant of the fact, when the complainant Albert J. Graeffe was again requested to convey the said real estate, premises, water rights, and appurtenances to this complainant, who was rightfully entitled to the same as her sole and separate property.

That thereafter and on the first day of March, A. D. 1881,
418 in accordance with the request of this complainant, the complainant Albert J. Graeffe conveyed said real estate, water rights, buildings, improvements, and appurtenances thereto belonging, by warranty deed, to one William H. Garner, a brother of this complainant, who thereby became the necessary medium through which to convey the legal title to said property to this complainant, which deed of conveyance was in consideration of the sum of forty-eight thousand nine hundred and ten $\frac{94}{100}$ dollars, the sum which had been paid for the purchase and improvement of said property out of the moneys in the hands of said Albert J. Graeffe belonging to this complainant, which deed was duly recorded in the town clerk's office of the town of Warwick, in the county of Kent, in the district aforesaid, on the 3rd day of March, A. D. 1881, in Deed Book "F," at page 210.

That thereafter and on the same day, to wit, the first day of March, 1881, the said William H. Garner, by deed dated and executed on that day, conveyed to this complainant the afore-described real estate, premises, water rights, and appurtenances which had been conveyed to him as aforesaid by the said Albert J. Graeffe, which deed was made in consideration of the said sum of forty-eight thousand nine hundred and ten $\frac{94}{100}$ dollars, which was the cost of said property and its improvements paid as aforesaid by the complainant Albert J. Graeffe out of the funds in his hands belong-

ing to this complainant, and which deed was recorded on the 13th day of August, A. D. 1881, in the town clerk's office in the town of Warwick, in said county of Kent, in the State of Rhode Island, in Deed Book "F," at page 372.

419 That thereafter and on the 7th day of November, A. D. 1881, upon a judgment recovered in the supreme court within and for the said county of Kent, in said State of Rhode Island, at the August term thereof, holden on the 4th day of August, A. D. 1881, at East Greenwich, in said county of Kent, at the suit of The Fourth National Bank of the City of New York against said Albert J. Graeffe, an execution was issued out of the clerk's office of said supreme court which it was pretended by Samuel L. Tillinghast, a deputy sheriff within and for said county of Kent, was, on the 15th day of November, A. D. 1881, at five o'clock in the afternoon, levied on the pretended estate, right, title, interest, and property that said Albert J. Graeffe is claimed to have had in the property aforesaid on the 5th day of March, A. D. 1881, at ten o'clock and fifteen minutes in the forenoon, the time of the issue of a pretended attachment on the original writ in said case; that thereunder the said pretended estate, right, title, interest, and property of said Albert J. Graeffe in said real estate, premises, and appurtenances were advertised for sale on the 28th day of February, 1882, at which last-mentioned date the said pretended estate therein, which the said Albert J. Graeffe is claimed to have had on said 5th day of March, 1881, was sold at public auction to the defendant Christopher A. Shippee, of East Greenwich, in the county of Kent, for the sum of four hundred and ninety-nine dollars, the said Shippee being the highest bidder therefor, and the said Samuel L. Tillinghast, deputy sheriff

420 as aforesaid, on the 8th day of March, 1882, delivered to said Christopher A. Shippee a sheriff's deed and thereby pretended to convey to said Shippee all the pretended estate, right, title, and interest which said Albert J. Graeffe pretendedly had in said real estate, premises, and appurtenances on the 5th day of March, 1881, which deed is recorded in the land records of said town of Warwick, in Book "F," at pages 578, 580, and 581.

That on said 28th day of February, A. D. 1882, at two o'clock in the afternoon, this complainant appeared, by one of her attorneys, Frank H. Jackson, Esq., at said public auction, on said before-described premises and, before the pretended sale thereof and in the presence of said Tillinghast, deputy sheriff, and said defendant, Christopher A. Shippee, and in the presence of all other persons there assembled, protested against said pretended sale as in violation of the rights of this complainant, she being the sole and lawful owner of the property sought to be sold; but, notwithstanding said protest and statement, said Tillinghast pretendedly sold said pretended estate, right, title, and interest of said Albert J. Graeffe in and to the before-described real estate, premises, and appurtenances.

That on the 16th day of March, A. D. 1881, at three o'clock and thirty minutes in the afternoon, a pretended attachment was made on original writ, which issued out of the court of common pleas

within and for the county of Providence, in said State of Rhode Island, at the suit of the defendant The Second National Bank of Rhode Island against said American Mills Company and the
421 said Albert J. Graeffe, under which was pretended to be attached all the pretended estate, right, title, and interest which said Albert J. Graeffe had in and to the said real estate and appurtenances described as aforesaid, and at the special term of said court of common pleas, A. D. 1881, an execution was issued out of said court of common pleas upon a judgment obtained in said court in said suit, which said execution was pretendedly levied on the 5th day of October, A. D. 1881, by John H. Collingwood, the sheriff of said county of Kent, on the pretended estate, right, title, and interest which the said Albert J. Graeffe pretendedly had in and to the aforesaid real estate and appurtenances on the 16th day of March, 1881, and on the 7th day of January, 1882, the said John H. Collingwood, sheriff as aforesaid, sold at public auction on the premises all the pretended estate, right, title, and interest in the said property which the said Albert J. Graeffe pretendedly had therein on said 16th day of March, 1881, to the defendant The Second National Bank for the sum of five hundred and twenty-five dollars, and thereupon, on the 20th day of January, 1882, the said John H. Collingwood, as sheriff, executed and delivered to the said Second National bank a deed which pretendedly conveyed, to wit, all the pretended estate, right, title, and interest which the complainant Albert J. Graeffe pretendedly had in and to said afore-described real estate and appurtenances on the 16th day of March, A. D. 1881, which deed was duly recorded in the town clerk's office in the town of Warwick, in
422 said county of Kent, in the State of Rhode Island, in Book Number 43 of the land records of said office, at pages 1, 2, 3, and 4.

That said Christopher A. Shippee on the first day of July, 1882, pretendedly sold and conveyed, by quitclaim deed bearing date and executed on said first day of July, 1882, in which said deed his wife, Leonora F. J. Shippee, pretendedly released her dower to the defendant Samuel W. K. Allen, of East Greenwich, in said county of Kent, in said district of Rhode Island, one undivided half part of the aforesaid real estate, premises, and appurtenances, which deed is recorded in Book 43 of the land records of said town of Warwick, at pages 120 and 121, on the first day of September, 1882.

That neither on the 5th day of March, 1881, when said pretended attachment in the original writ issued at the suit of The Fourth National Bank of the City of New York against Albert J. Graeffe, nor on the 16th day of March, A. D. 1881, when the pretended attachment on original writ issued at the suit of The Second National Bank of Providence against the said American Mills Company and the said Albert J. Graeffe, nor when the execution upon the judgments rendered in said suits was levied, nor when the said property was sold did the said Albert J. Graeffe have any estate, right, title, interest, or property in said real estate or appurtenances.

That complainants applied to the defendants The Second National

Bank, Christopher A. Shippee, and Samuel W. K. Allen and
423 requested them and each of them to deliver up said deeds executed and delivered to them by said John H. Collingwood, sheriff, and by said Samuel L. Tillinghast, deputy sheriff, and by said Christopher A. Shippee, to be cancelled; but the said defendants refused to surrender the same or to deliver the same up to be cancelled or to cancel the same, but claim that said pretended sales are valid, and intend to seize said real estate and to deprive this complainant of the possession and enjoyment thereof and to injure and harass this complainant in her possession and enjoyment of said premises.

That said pretended sales to the defendants are invalid and said deed or conveyance to them should be set aside and cancelled; that the same are clouds upon the title of this complainant, and that so long as the same remain uncancelled upon the real-estate records they embarrass this complainant in the quiet and peaceable enjoyment of her said real estate, premises, and appurtenances.

That the defendants threaten to eject this complainant from the possession and enjoyment of said real estate, premises, and appurtenances and to enter and take possession thereof and have, since said pretended sales and conveyances, made attempts to take possession thereof so that this complainant was compelled to employ some one to watch the premises and to prevent the defendants from entering and taking possession of the same.

424 That neither the defendant The Second National Bank nor its attorneys of record have returned into the court out of which the same was issued the execution under which said pretended sale was made, with the officer's return of his doings thereon.

That the complainants have no adequate relief except in a court of equity.

And praying that the said defendants answer said bill; that the said pretended sales and deeds of conveyance to the defendants be decreed to be delivered up and cancelled, and that said property be further decreed to belong to this complainant as her sole and separate property; that the defendants be restrained and enjoined from selling and conveying by deed or otherwise the said real estate, premises, and appurtenances, and from every and all attempt, by suit at law or otherwise, to oust this complainant from the peaceable and quiet enjoyment and possession of the same, and that the usual subpœna issue, demanding that the defendants appear and abide the decree of the court.

On the 18th of June, 1883, the defendant The Second National Bank of Providence filed its answer to the said bill of complaint, in which, after reserving to itself all benefit of exception to said bill of complaint, it alleged that the complainant Albert J. Graeffe, in or about 1879 or 1880, conceived a scheme to purchase the said mill estate in the bill mentioned for the purpose of the manufacture of goods, and did organize, under the laws of the
425 State of New York, a corporation under the name of the American Mills Company, of which he was a trustee and

the principal, if not the sole, managing trustee and officer and a stockholder holding almost the entire stock and who furnished and paid in almost the entire amount of capital that ever was paid in.

That said complainant, Albert J. Graeffe, in pursuance of said scheme, purchased in his own name and received to himself for his own use in fee simple the deeds of the property described in the bill of complaint and made the improvements thereon, and on or about the 17th day of October, 1880, made, executed, and delivered to the said American Mills Company a lease in writing of said estates for the term of five years from the first day of September, 1880, under which lease said company entered into the possession of said estates and carried on said business of manufacturing there.

And the said defendants, The Second National Bank, deny that in the purchase of said estates and appurtenances and in altering and repairing the same the said complainant, Albert J. Graeffe, acted as agent for this complainant, and denies that he was the agent of this complainant, and denies that the said estates and improvements thereon were paid for by the complainant Albert J. Graeffe out of the moneys belonging to this complainant.

That the complainant Albert J. Graeffe was treasurer of said company, and that the course of dealings between said company and said Albert J. Graeffe was that said company consigned to
426 him its manufactured goods to a very large amount, which he sold or otherwise converted and received and had the proceeds thereof.

That said company drew its negotiable drafts or bills of exchange upon him from time to time, aggregating a large amount, which he accepted and which he or said company procured to be discounted upon the statements and representations made both by the said complainant, Albert J. Graeffe, and by the other officers of said company that he, the said Albert J. Graeffe, was the owner in his own right in fee simple of said mill property, and that upon the faith of such statements and representations and that the title of said estates stood of record in his name alone said drafts and acceptances were discounted, and that the defendant The Second National Bank, upon the faith of such statements and representations made directly to it by said complainant, Albert J. Graeffe, and by other officers of said company and upon the faith of the title of said estates standing of record as aforesaid, discounted and loaned its money upon the drafts and acceptances upon which its action, judgment, and executions in the bill mentioned were founded.

That upon the draft of said American Mills Company and the acceptances of the complainant Albert J. Graeffe discounted by the defendant The Second National Bank and upon the faith of the statements and representations aforesaid it brought its action in the State court and did attach and after judgment levy its execution upon said estates and sold and purchased the same as in the complaint alleged, and avers and claims that at the time of its
427 attachment said Albert J. Graeffe was the owner in fee simple of said estates, and that by said sale and purchase the

defendant The Second National Bank became and is the lawful owner of said estates as against the complainants.

And further upon information and belief the defendant The Second National Bank alleged that a large part, if not all the moneys paid or used by the complainant Albert J. Graeffe in the purchase of said estates and in the altering and improving of the same were the proceeds of the drafts of said company accepted by the complainant Albert J. Graeffe and discounted as aforesaid.

That if this complainant had, as between herself and her co-complainant, any right or equity (but which right or equity the said defendant denies) she had knowledge of the course of dealings and transactions between him and the said company and of his statements and representations and dealings with and upon the faith of said estate and their standing in his name, or had such facts and considerations as to put her upon inquiry and to estop her from setting up any claim or title to said estate as against said defendant.

That a short time before the drafts and acceptances discounted by the defendant The Second National Bank and included in its judgment aforesaid became payable the said company and said Albert J. Graeffe both stopped payment, and that if the deed from the complainant Albert J. Graeffe was made, as in the said bill alleged, the same was made to place said estates beyond the reach of the defend-
428 ant The Second National Bank and the other creditors of the defendant Albert J. Graeffe and with intent to hinder, delay, and defraud his creditors in the collection of their debts; and denies that said deed was delivered to said William H. Garner and that he paid any consideration therefor.

That the writ of execution, with the officer's return thereon, in the bill of complaint referred to was, before the filing of said bill, duly recorded in the record of deeds in the town clerk's office of Warwick.

That as to the other matters charged in the bill the defendant has no knowledge other than in said bill alleged, but does not admit the same and denies all manner of unlawful combination and confederacy, and prays to be dismissed.

On the 18th day of June, 1883, the defendants Christopher A. Shippee and Samuel W. K. Allen filed their answer, and reserving unto themselves the benefit and advantage of any exception, &c., in complainants' bill say:

They admit that the complainant Albert J. Graeffe made the purchases and improvements mentioned in the bill and took the title in his own name, but they deny that said purchase and improvements were made with moneys belonging to this complainant.

They admit the record of the conveyance from the complainant Albert J. Graeffe to William H. Garner for the express consideration mentioned in the bill of complaint and the record of the conveyance made from William H. Garner to this complainant, representing the consideration to be as in said bill of complaint.

429 They admit attachment of the said real estate and appurtenances as the property of the complainant Albert J. Graeffe at the suit of the Fourt- National bank, the rendition of judgment

therein, and the sale upon execution thereon to the defendant Christopher A. Shippee.

Also the attachment of said real estate and property by writ in favor of the defendant The Second National Bank against the complainant Albert J. Graeffe and the said American Mills Company, the rendition of judgment therein, the issuance of execution thereon, and the sale thereunder to the defendant The Second National Bank.

Also the execution and delivery of the conveyance by the sheriff under the sale made at *alt* suit of the Fourth National bank to the defendant Christopher A. Shippee and the record of said deeds.

They aver an agreement between the defendants Allen and Shippee that the said purchase should be made for their joint benefit; that the defendant Allen furnish and pay one-half of the purchase price; and they admit the conveyance from the defendant Shippee to the defendant Allen and the record of the same.

That they have no knowledge nor do they believe that before the purchase of said estate and property the complainant Albert J. Graeffe proposed to this complainant that said purchase be made as and for the separate estate of this complainant; they deny the purchase by the complainant Albert J. Graeffe of the steam-engine, boilers, &c., set forth in the complaint.

430 They aver that the complainant Albert J. Graeffe leased said estate and property to the American Mills Company, of which he was a stockholder and treasurer and one of the trustees, and that said company went into possession of said estate and commenced manufacturing there.

That the said company about February, 1881, became embarrassed and unable to meet its obligations; that the complainant Albert J. Graeffe was the principal owner in said corporation, and by his position of trustee controlled the management thereof.

They deny that the complainant Albert J. Graeffe was the agent and trustee of this complainant in the purchase of said property. They deny that at the time of the attachments on the original writ of the Fourth National Bank of New York and of the Second National Bank of Providence the complainant Albert J. Graeffe had no right, title, or interest in said real estate and appurtenances; but, on the contrary, allege that the same were purchased as and for his own individual estate and with his own individual funds, and at the time of said attachments, levies, and sales he was the lawful owner thereof, and that the fee was in him, and that the levies in said suits and the sales of said property were lawful and proper and carried to the purchaser the full and complete title and fee in said property and estate.

That the conveyance by the complainant Albert J. Graeffe to William H. Garner was fraudulent and with intent to hinder and delay the creditors of the complainant Albert J. Graeffe and

431 for the purpose of placing the said property beyond the reach of his creditors; that while the consideration purports to be a large sum, yet in fact no consideration passed between the parties; that the conveyance from William H. Garner to this complainant was but a link in the chain of fraud and was made for the

purpose of cheating and defrauding the creditors of the complainant Albert J. Graeffe and preventing them from collecting their claims.

That between the 12th of March, 1880, and the first of March, 1881, while the title stood in the name of Albert J. Graeffe upon the records, the complainants, by themselves and their agents, represented to the said Second National bank and to its officers and to the Fourth National bank and to its officers and to other banks and persons with whom they and said mills company were doing business and from whom they were asking and obtaining credit that the said estate and property belonged to the complainant Albert J. Graeffe, and that, relying upon these statements, the said Second National bank and the said Fourth National bank and other banks and persons gave credit to said American Mills Company and to said Albert J. Graeffe in large sums of money, and that the judgments of the Fourth National bank and of the Second National bank, upon which the sales to the defendant were made, were granted upon the said drafts and acceptances.

That this complainant knew that the title to said estate and property stood in the name of the complainant Albert J. Graeffe upon the records from the 12th of March, 1880, to the 5th of March,
432 1881, and had full knowledge of the manner in which the said company said and Albert J. Graeffe conducted their business, and that they were getting credit and raising money upon the faith that said Albert J. Graeffe was the owner of said property, and that this complainant had such knowledge of the facts as to put her upon inquiry, and is estopped from setting up any claim or title to said property.

They deny unlawful combination and pray that the complaint be dismissed.

On the 9th day of July, 1883, the complainants filed the usual replication to the answers of the defendants.

That thereafter and on the 10th day of April, 1884, the complainants commenced to take their proof and the same continued from time to time down to the 22nd day of June, 1887, when proofs on both sides were closed.

That thereafter, to wit, on the 4th day of August, 1887, Christopher A. Shippee and Samuel W. K. Allen, having obtained leave of the court so to do, filed their cross-bill against these complainants alleging—

That during the months of March, April, and May, 1880, the said Albert J. Graeffe purchased in his own right, as in fee simple, the several parcels of land and estate particularly described in complainants' bill of complaint and took deeds of conveyance thereof and had the same recorded on the land records of the town of Warwick in his own name, and the same so remained and stood so recorded until by deed dated the 1st of March, 1881, he conveyed the same to his brother-in-law, William H. Garner.

433 That in the year 1880 the said Albert J. Graeffe erected large and expensive buildings and made other valuable and expensive improvements upon said lands at a cost for said lands and improvements of upwards of forty-eight thousand dollars, and

he procured the money therefor, or a very large proportion thereof, by discount by divers persons and corporations of his acceptances of drafts drawn upon him by his firm or copartnership of J. C. Schrader & Co., of which he was a member.

That in or about the month of May, 1880, the firm of J. C. Schrader & Co. organized themselves into a corporation under the laws of the State of New York by the name of the American Mills Company, and on or about the first of September, 1880, all the property of said firm was transferred to said company and capital stock to the par value of fifty thousand dollars issued by the company to Albert J. Graeffe for his interest in the firm and other stock to the par value of four thousand dollars issued to the other members of the firm for their interests.

That except the property transferred to said company by J. C. Schrader & Co. it never had any capital, and that but fifty-four thousand dollars of the stock was ever issued; that said Albert J. Graeffe was one of the trustees and the treasurer of the company and its selling agent.

That on or about the first of September, 1880, said Albert J. Graeffe leased and rented said lands and estate, with the improvements, to the American Mills Company.

That before the first of March, 1881, said Albert J. Graeffe received from said company merchandise of its manufacture of
434 the value of over seventy-seven thousand dollars to be sold for its account on commission.

That between the first of September, 1880, and the first of March, 1881, instead of the usual cash advances upon the goods so consigned to him for sale, said Albert J. Graeffe accepted certain drafts drawn on him by said company, amounting to the sum of fifty-four thousand dollars or thereabouts, which either he or the said company procured to be discounted by different persons and corporations, the avails whereof were received by the said company, but which drafts have never been paid.

That said Albert J. Graeffe during the same period obtained from said company its other drafts drawn for divers sums, aggregating thirty-four thousand dollars and upwards, which he accepted and procured to be discounted and applied the avails to his own use. These remain unpaid.

That these drafts were discounted by persons and corporations upon the faith of and relying upon the pecuniary responsibility acquired by said Albert J. Graeffe as the owner of record of said property and upon his direct statements and representations that he was the owner of said real estate.

That the proceeds of said drafts discounted by said Albert J. Graeffe for his own benefit, together with the moneys realized by him from the sale of portions of said merchandise, were used by him to pay as they matured his acceptances of the drafts of J. C. Schrader & Co. which had been discounted by him, the proceeds of which were used to pay for the real estate and improvements aforesaid.

435 That among others the Second National Bank of Providence and the Fourth National Bank of New York, at the request of said Albert J. Graeffe and of said company and upon the faith of and his representations of his ownership of said estate, discounted between September 1, 1880, and the first of March, 1881, certain of the said drafts drawn by said company and accepted by said Graeffe.

That the said drafts so discounted by the Second National bank and by the Fourth National bank have never been paid, but were protested for non-payment.

That the Fourth National Bank of New York, on the 4th day of March, 1881, commenced an action at law against said Albert J. Graeffe in the supreme court and in the county of Kent, in the State of Rhode Island, and attached upon the original writ the said real estate of said Albert J. Graeffe, and such proceedings were had therein that on the 7th of November, 1881, judgment was rendered therein in favor of said Fourth National bank against said Albert J. Graeffe for the sum of twenty-six hundred and seventeen $\frac{21}{100}$ dollars damages and costs taxed at $28.24, and that execution from said court issued upon said judgment was duly levied upon the right, title, and interest which said Albert J. Graeffe had in said real estate at the time of the attachment upon the original writ, and that at the sale thereof under said levy on the 28th day of February, 1881, said Christopher A. Shippee became the purchaser of said real estate.

436 That in making said purchase said Shippee did so under an agreement between himself and Samuel W. K. Allen, in pursuance of which said Shippee executed and delivered to said Allen a deed of one-half of said property.

That, in contemplation of insolvency and in fraud of his creditors, said Albert J. Graeffe, by deed purporting to bear date the first of March, 1881, executed a voluntary conveyance of said real estate to one William H. Garner, a brother of Mary J. Graeffe, which deed is recorded in the land records of Warwick and purports to be in consideration of forty-eight thousand nine hundred and ten $\frac{94}{100}$ dollars.

That at the time of making said conveyance said Albert J. Graeffe was insolvent and unable to pay his debts; that no money was ever paid by said Garner to said Graeffe or to any one for him for said deed of conveyance nor for said estate; that the said William H. Garner, by deed also purporting to bear date March 1st, 1881, and purporting to be in consideration of $48,910.94, but which deed was not recorded until the 13th of August, 1881, pretendedly conveyed said real estate to said Mary J. Graeffe, but that no money was ever paid by said Mary J. Graeffe nor by any one for her to said William H. Garner.

That about the same time, simultaneously with said conveyance and as part of his scheme to defraud his creditors, the said Albert J. Graeffe transferred and delivered to said William H. Garner a large quantity of merchandise which he had received from said
437 company, amounting to upwards of forty thousand dollars,

for which no money consideration or valuable thing was given by said Garner or by any other person.

That a large portion, if not the whole, of the merchandise so transferred by said Albert J. Graeffe to the said William H. Garner was of the manufactures of said company which the said Albert J. Graeffe on the false and fraudulent pretense that said company was largely indebted to him and with intent to cheat and defraud the lawful creditors of said company and as part of his scheme, on or about the 12th day of February, 1881, had induced said company to transfer to him by bill of sale.

That the merchandise so transferred by said company to the said Graeffe constituted substantially the whole of its property of any value, and that the real property and merchandise conveyed and transferred by Albert J. Graeffe to said William H. Garner comprised the whole of the property then owned by or in possession of said Albert J. Graeffe.

That the conveyance and transfer of said real property and merchandise to the said Garner was made by said Albert J. Graeffe in contemplation of insolvency and with the intent to cheat, hinder, delay, and defraud his, said Graeffe's, and the said American Mills Company's creditors and as part of his scheme and of a scheme between the said Albert J. Graeffe, Mary J. Graeffe, and William H. Garner to place the same beyond the reach of the creditors of said Albert J. Graeffe and of said American Mills Company by
438 placing the same in the name of the said Mary J. Graeffe to preserve the same in the actual use and enjoyment of the said Albert J. Graeffe, and were had, made, and contrived of fraud and with intent to delay and hinder and defraud the creditors of said Albert J. Graeffe and of the said American Mills Company of their just and lawful actions, debts, and demands against said Albert J. Graeffe and said company.

That in pursuance of said scheme the said William H. Garner shortly thereafter sold and disposed of said merchandise and delivered the proceeds to said Albert J. Graeffe, who has since had the control, use, and enjoyment of the same.

That the conveyances of said property were and are void against the said Fourth National bank and against the complainants of said cross-bill, purchasers of said estate under the execution and sale.

They deny that said Albert J. Graeffe purchased the said property as agent of Mary J. Graeffe and for moneys in his hands belonging to her.

But if the same was purchased with moneys of said Mary J. Graeffe the same was taken and allowed to remain in the name of said Albert J. Graeffe for the purpose of giving him a false and fictitious credit and to enable him to borrow money and obtain discounts, and that the said banks made the discounts of his acceptances upon the faith thereof.

That if it shall appear that said Mary J. Graeffe paid any
439 valuable consideration for said estate she obtained the conveyance through her brother knowing or having reasonable cause to believe and to put her upon inquiry that her husband

was insolvent and unable to pay his debts, and that she combined and confederated with him to defraud his creditors.

That in his business with the said American Mills Company and in his acceptances of its drafts and in procuring the discount of said drafts and acceptances and in his dealings in respect thereof with the said Fourth National bank the said Albert J. Graeffe was acting as the agent of Mary J. Graeffe, and said business was really and in truth her business and she the real principal therein, carrying on the same in her husband's name, and that she is estopped as against the Fourth National bank and said cross-complainants as purchasers of said real estate to assert to the contrary or to set up any right, title, or claim to said real estate.

That the conveyances from said Albert J. Graeffe to said William H. Garner and from said William H. Garner to said Mary J. Graeffe create a cloud upon the title of said cross-complainants, which they ask to have removed.

That said Albert J. Graeffe and Mary J. Graeffe have leased said real estate and premises to one Joseph Dewes, who is in possession for a term of ten years from the 15th of November, 1882, at the yearly rent of $1,500.00, and that said Albert J. Graeffe and Mary J. Garner are receiving the rents and applying the same to their own use.

440 That the said Albert J. Graeffe and the said Mary J. Graeffe have commenced and are now prosecuting in this court a bill of complaint praying that said cross-complainants be enjoined from selling and conveying said real estate and from attempting, by suit at law or otherwise, to disturb said Mary J. Graeffe in the peaceable and quiet enjoyment of said real estate and that the deeds of conveyance of said premises to said cross-complainants be decreed to be null and void and that they be delivered up to be cancelled.

That said cross-complainants have applied to said Albert J. Graeffe, Mary J. Graeffe, and William H. Garner to cancel their said deeds and release said estate to said cross-complainants and to pay to said cross-complainants the income, rents, and profits of said real estate so collected by them, but which they refuse to do.

That said cross-complainants have no relief except in equity.

Wherefore they pray that the deeds from said Albert J. Graeffe to said William H. Garner and from said William H. Garner to said Mary J. Graeffe be surrendered and cancelled and the title of said Mary J. Graeffe released to said cross-complainants; that said Albert J. Graeffe and Mary J. Graeffe deliver up possession of said real estate and premises to said cross-complainants, and that an account be taken of the rents, issues, and profits received by said Albert J. Graeffe and Mary J. Graeffe or by any one for their use, and that said Mary J. Graeffe and Albert J. Graeffe be decreed to pay the same to the cross-complainants.

441 That some person be appointed to take charge of said estate, to receive the income, &c., subject to the order of the court; that said Albert J. Graeffe and the said Mary J. Graeffe be decreed and enjoined from selling and conveying, by deed or otherwise, said real estate or mortgaging or in any manner encumbering

the same or interfering therewith, and that said Joseph Dewes, the lessee, be ordered to attorn to such receiver and directed to pay over the income and rents to said cross-complainants or to said receiver and not to said Albert J. Graeffe or to the said Mary J. Graeffe.

And praying for the usual subpœna.

On the 29th day of October, 1887, the said Albert J. Graeffe and Mary J. Graeffe, defendants in said cross-bill, answered said cross-bill of complaint, — saving and reserving to themselves the benefit of exception to said cross-bill of complaint say:

They deny that at any time Albert J. Graeffe purchased in his own right as in fee simple lands and property mentioned and described in the complaint. They deny that said Albert J. Graeffe erected large and expensive buildings and made improvements on said lands and premises at the cost to him of upwards of forty-eight thousand dollars.

They deny that said Albert J. Graeffe procured the moneys wherewith to defray the cost of said lands and improvements or any part thereof by the discount of his acceptances of drafts drawn upon him by the copartnership of J. C. Schrader & Co.

442 They admit the formation of the corporation known as the American Mills Company, but they deny that the same was composed exclusively of members of the firm of J. C. Schrader & Co.

They deny that said company had no other capital or property than the property transferred to it by said firm of J. C. Schrader & Co. They deny that said Albert J. Graeffe leased or rented any lands or estate belonging to him to the said company.

They deny that any of said drafts were discounted upon the faith of or relying upon the credit or reputation for pecuniary responsibility acquired by said Albert J. Graeffe as the recorded owner of said real estate or upon his direct statements or representations that he was the owner of said real estate.

They deny that the proceeds of drafts alleged to have been discounted by said Albert J. Graeffe for his own benefit or the moneys realized by him from a sale of portions of the merchandise sold by him for the account of the said company were used by him to pay acceptances and drafts of J. C. Schrader & Co.

They deny that the Second National Bank of Providence or the Fourth National Bank of New York did, upon the faith of any alleged representations of ownership of said Albert J. Graeffe in the said property, discount any of the drafts drawn by said company and accepted by said Albert J. Graeffe between the first of September, 1880, and the first of March, 1881, or at any time.

443 They deny that the drafts discounted by or which came into the possession of the said Second National bank or of the Fourth National bank remain unpaid. They deny that in any proceedings instituted by the Fourth National bank of New York there was attached any real estate belonging to said Albert J. Graeffe, and they deny that said Christopher A. Shippee became the purchaser of such, or that he received any deed conveying to him any interest in such property.

They deny that the said Albert J. Graeffe, in contemplation of insolvency or in fraud of his creditors, made the conveyance to William H. Garner, or that at the time of making said conveyance said Albert J. Graeffe was insolvent and unable to pay his debts. They deny that no money was paid by said Garner to the said Albert J. Graeffe for said conveyance of the estate conveyed by said deed, and they deny that no money was paid by Mary J. Graeffe to said Garner for the deed of conveyance to her.

They deny that as a part of an alleged or any scheme to defraud the creditors of said Albert J. Graeffe a transfer of merchandise received from said company was made by said Albert J. Graeffe to said Garner, and they deny that said transfer was without consideration.

They deny that said Graeffe procured the transfer of said merchandise to him on the false and fraudulent pretense that said company was indebted to him or with intent to cheat or defraud the creditors of said company or as part of any alleged scheme.

444 They deny that the transfer by said company to said Albert J. Graeffe on or about the 28th day of February, 1881, or at any time constituted substantially the whole of the property of said company of any value. They deny that the real property alleged to have been conveyed by said Albert J. Graeffe to said William H. Garner comprised the whole of the property then owned by or in possession of said Albert J. Graeffe.

And they deny that the transfer of the real property or merchandise by said Albert J. Graeffe to said William H. Garner was made in contemplation of insolvency or with intent to cheat, hinder, delay, or defraud the creditors of said Albert J. Graeffe or of said company or was part of a scheme between said Albert J. Graeffe and Mary J. Graeffe and said William H. Garner to place the same beyond the reach of the creditors of said Albert J. Graeffe and of said American Mills Company, or that by placing the same in the name of the said Mary J. Graeffe to preserve the same in the actual use or enjoyment of the defendant Albert J. Graeffe, and they deny that said conveyance and transfer were had, made, or contrived in fraud or with intent or purpose to hinder, delay, or defraud the creditors of said Albert J. Graeffe or of the said company of their just and lawful actions, debts, &c., against the said Albert J. Graeffe or said company.

And they deny that in pursuance of any scheme the said William H. Garner sold or disposed of said merchandise and delivered the proceeds to said Albert J. Graeffe, who has since had the control, use, and enjoyment of the same.

445 That said Albert J. Graeffe and Mary J. Graeffe are citizens of the State of New York; that said Mary J. Graeffe acquired by inheritance from her father and an uncle real and personal property of the value of over one hundred thousand dollars, which, under the laws of the State of New York, she is entitled to receive and dispose of as though she were a single woman, and that she authorized her husband, the said Albert J. Graeffe, by power of

attorney, to collect, dispose of, and receive said property for the use and benefit of said Mary J. Graeffe.

That while said property was in the hands of said Albert J. Graeffe, as agent and attorney for his wife, the said Mary J. Graeffe, the said Albert J. Graeffe recommended the purchase by said Mary J. Graeffe of the real estate described in the bill and cross-bill; whereupon said Mary J. Graeffe authorized the purchase of said property out of her funds, the title thereto to be taken in her name, and authorized the improvement of said real property out of the moneys so held by her husband in trust for her, which was followed by the purchase and improvement of said property by using said funds of said Mary J. Graeffe, and said Albert J. Graeffe, without the knowledge or consent of Mary J. Graeffe, took the title to said real property in his own name.

That in the purchase and improvement of said property there was so used of the funds of said Mary J. Graeffe the sum of forty-eight thousand nine hundred and ten $\frac{94}{100}$ dollars.

446 That subsequently, discovering that the title had not been taken in her name, but had been taken in the name of said Albert J. Graeffe, she demanded of said Albert J. Graeffe a conveyance of said real property to her; thereupon, for the purpose of complying with said request, said Albert J. Graeffe conveyed said property to said William H. Garner, who in turned conveyed the same to said Mary J. Graeffe, and who has, since the first day of March, 1881, the date of the execution and delivery of said deed of conveyance, been in possession of said real property and appurtenances and improvements and of the rents, issues, and profits thereof.

That at the time of the conveyance of said real property and of the transfer of said personal property by said Albert J. Graeffe to William H. Garner and by said William H. Garner to the said Mary J. Graeffe, said Albert J. Graeffe was indebted to said Mary J. Graeffe for moneys collected and received by him while acting as the agent and attorney of said Mary J. Graeffe in the sum of over one hundred thousand dollars, and the said conveyances of real property and appurtenances and transfer of personal property were accepted and received by her as payment on account for the full value thereof of the indebtedness of said Albert J. Graeffe to said Mary J. Graeffe.

That the said conveyances and transfers were made in good faith and for value and without any intention on the part of said Albert J. Graeffe or Mary J. Graeffe or of either of them to wrong,

447 cheat, or defraud the creditors of said Albert J. Graeffe or of said American Mills Company or of any of them.

And they deny that by virtue of the alleged attachments, judgment, levy, or sale under execution mentioned in said cross-bill the said Shippee and Allen or either of them secured or obtained any lien upon or interest in the property described in said cross-bill or any part thereof.

And they further deny any unlawful combination, &c., and ask that they be dismissed with their costs.

On the first day of December, 1887, said Shippee and Allen filed the usual replication to the answer of said Albert J. Graeffe and Mary J. Graeffe.

On the 18th day of February, 1888, it was stipulated that both causes upon the original bill and cross-bill be tried upon the testimony taken in the original case, and that the testimony was then closed and the publication of the same passed immediately into the clerk's office.

That thereafter the cause came on to be heard at the June term, 1888, for the said circuit court, sitting in equity, before the Honorable Horace Gray, associate justice of the Supreme Court, and the Honorable Le Baron C. Colt, circuit judge, justices of the first circuit, sitting in equity, and was heard upon the pleadings and proofs and argued by counsel.

That thereupon, in open court, said Mary J. Graeffe suggested to the court that she had, pending this action, procured a divorce *a vinculo* from her husband and co-complainant, Albert J. Graeffe, in the State of New York, and had, by judgment of the su-
448 preme court of the State of New York, resumed her maiden name of Mary J. Garner.

That on the 8th day of July, 1889, judgment was pronounced herein, whereby it was ordered, adjudged, and decreed that the bill of complaint of said Albert J. Graeffe and Mary J. Graeffe be dismissed with costs; and in and by which decision it was further ordered that the defendants Christopher A. Shippee and Samuel W. K. Allen have judgment as prayed for in their cross-bill.

That on the 17th day of July, 1889, a petition for a rehearing was presented to said circuit court, which petition was, by an order made and entered on the 20th day of July, 1889, denied.

That on the 20th day of July, 1889, a decree was entered whereby it was ordered, adjudged, and decreed that the bill of complaint of said Albert J. Graeffe and Mary J. Graeffe against the Second National Bank of Providence and said Shippee and Allen be dismissed, and that the prayer of the cross-bill of said Christopher A. Shippee and Samuel W. K. Allen be granted, namely, that they are the owners in fee of the property, estate, and appurtenances described in said cross-bill, and that said Mary J. Graeffe and Albert J. Graeffe have no interest or title therein; that the said Shippee and Allen have immediate possession of said property, estate, and appurtenances; that the tenant in possession attorn to them, and that the said Albert J. Graeffe and Mary J. Graeffe, now Mary J. Garner, surrender up the deeds by which they claim to have held said property,
449 estate, and appurtenances to the said Shippee and Allen; that the said deeds may be cancelled, and that the said Albert J. Graeffe and Mary J. Graeffe, now Mary J. Garner, execute proper deeds of conveyance for the vesting of the title to said property, estates, and appurtenances in said Shippee and Allen; that the said Albert J. Graeffe and Mary J. Graeffe, now Mary J. Garner, be enjoined and restrained from collecting or receiving thereafter, directly or indirectly, the rents, issues, and profits of said property, estate, and appurtenances, and that the said Second National Bank of

Providence and the said Shippee and Allen recover from said Albert J. Graeffe and Mary J. Graeffe, now Mary J. Garner, their costs and disbursements, to be adjusted and inserted in said decree by the clerk.

That thereupon said costs were adjusted by the clerk as follows:

——.

That on the 20th day of July, 1889, the final decree was entered in said suit, including judgment for the amount of said costs as taxed.

Wherefore this appellant, Mary J. Garner, appeals from said decree dismissing the bill of complaint of said Albert J. Graeffe and of this appellant, and requiring this appellant and the said Albert J. Graeffe to surrender and deliver up to be cancelled the
450 deeds of conveyance by which the said property, estates, and appurtenances were held by them, and adjudging that this appellant and the said Albert J. Graeffe have no estate, right, title, or interest in said property, estates, and appurtenances, and that the same belong to the said Shippee and Allen, and that this appellant and the said Albert J. Graeffe execute deed of conveyance releasing and quitclaiming their interests in said property to the said Shippee and Allen, and that the said Albert J. Graeffe and this appellant be enjoined and restrained from collecting or receiving the rents, issues, or profits of said property, and adjudging that this appellant and said Albert J. Graeffe pay the costs as taxed and entered in said decree.

And this appellant respectfully prays that said decree of said circuit court and the bill of complaint and said cross-bill, the pleadings, depositions, evidence, and proceedings in said cause may be sent to the Supreme Court of the United States without delay, and that the said decree of the circuit court and every part thereof may be reversed and a decree made therein adjudging that the conveyances by said Albert J. Graeffe to said William H. Garner and by said William H. Garner to this appellant were not made with the intent to hinder, delay, or defraud the creditors of said Albert J. Graeffe or of the said American Mills Company, but, on the contrary, that said conveyances were *bona fide* and in good faith and
451 valid and vested in this appellant the fee simple of said property, estates, and appurtenances, free from the claims of the creditors of said Albert J. Graeffe and of said American Mills Company; that no part of said property, estates, and appurtenances vested in the said Second National bank or in said Shippee and Allen or in either of them; that the deeds of conveyance by which the said Second National bank and the said Shippee and Allen claim to hold or make title to said property, estates, and appurtenances are clouds upon the title of this appellant, and that the same be surrendered up to this appellant to be cancelled.

That the cross-bill of said Shippee and Allen be dismissed with the costs of this appeal and of the actions on said bill and said cross-bill in the circuit court, to be taxed, and that this appellant

have such further or other judgment or decree as to the said Supreme Court shall seem just.

Dated Providence, Rhode Island, October 17th, 1889.

BALLOU & JACKSON,
Solicitors for Complainants on Original Bill and for Defendants Albert J. Graeffe and Mary J. Garner on Cross-bill.

ALEX. THAIN, *Of Counsel.*

452 [Endorsed:] United States circuit court, district of Rhode Island. Albert J. Graeffe and Mary J. Graeffe, complainants and appellants, *against* The Second National Bank of Providence *et als.*, and, cross-bill, Christopher A. Shippee and Samuel W. K. Allen *v.* Albert J. Graeffe *et ux.*, defendants & respondents. Petition of appeal. Alex. Thain, of counsel. Ballow & Jackson, attorney- for appellants. To ——— ———. Due service of a copy of the within — is hereby admitted. Dated New York, —— —, 188–. ——— ———, attorney for —— ——.

Endorsed on cover: Case No. 13,883. Rhode Island C. C. U. S. No. 43. Mary J. Garner (formerly Mary J. Graeffe), appellant, *vs.* The Second National Bank of Providence, Rhode Island, Christopher A. Shippee, and Samuel W. K. Allen. Filed October 24, 1889.

151 U.S. 270

OCTOBER TERM, 1893.—No. 43

FILED
OCT 5 1893
JAMES. H. McKENNEY,
CLERK

Supreme Court of the United States,

APPEAL FROM THE

Circuit Court of the United States for the District of Rhode Island.

MARY J. GARNER (formerly MARY J. GRAEFFE),
Appellant,

vs.

THE SECOND NATIONAL BANK OF PROVIDENCE, RHODE ISLAND, CHRISTOPHER A. SHIPPEE and SAMUEL W. K. ALLEN.

Brief for the Appellant.

ALEX. THAIN,
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for by them in the cross-bill. While the procedings were pending, the complainant, then Mary J. Graeffe, procured an absolute divorce from her husband and co-complainant, Albert J. Graeffe, under the laws of the State of New York, and has, by authority of Court, resumed her maiden name of Mary J. Garner (p. 334).

Pleadings.

BILL (P. 1) AND ANSWER TO CROSS BILL (P. 303).

The bill in brief charges that Albert J. Graeffe, in 1879 or 1880, determined upon the formation of a joint stock company for manufacturing purposes. He learned that the property involved in this controversy was for sale, and having no money of his own, proposed to his wife, who was a lady of means, that she should buy it and rent it to the company, taking the title in her own name. To this she agreed. The property was purchased and improved, at an actual cost of $48,910.94, out of the moneys belonging to her.

Instead of taking the title to the property in the name of his wife, Graeffe, without her knowledge or consent, had conveyances made to himself.

She knew nothing of this diversion of the title until some time in the summer of 1880, when she called upon her husband to carry out the arrangement under which her consent was obtained for the use of her funds, and Graeffe then promised to have a conveyance made to her.

Supposing that this had been done, she remained quiet until the 1st of March, 1881, when her brother, learning that the corporation had become embarrassed, and that the title to the real estate stood in the name of Graeffe, and might become liable to pay his debts, informed her of this, when she again insisted on the carrying out of the original transaction, and the conveyance was made on that day, through Mr. Garner, to her, the consideration

in the deed expressing the actual money expenditure for the property and improvements out of her funds.

Four days thereafter, and on the 5th day of March, 1881, the Fourth National Bank, of the City of New York, procured an attachment to be levied on the right, title and interest of Graeffe in this property; and such proceedings were had in the action in which the same was issued that a judgment was subsequently entered for the sum of $2,617.21 damages, and $2,824 costs, and on the 28th day of February, 1882, the Sheriff of the County of Kent (in which county the property is situated) sold the alleged right, title and interest of said Graeffe in the said property for the sum of $499 to Christopher H. Shippee, one of the defendants in the original bill, and one of the complainants in the cross-bill, and conveyed the same to the said Shippee by a Sheriff's deed (p. 14).

Sixteen days after the transfer by Graeffe, and eleven days after the attachment of the Fourth National Bank—namely on the 16th day of March, 1881—the defendant the Second National Bank also levied a writ of attachment on the right, title and interest of Albert J. Graeffe in the said real estate; and such proceedings were had in the suit in which said writ was issued, that a judgment was entered in September of that year, under which the said right, title and interest was sold on the 7th day of January, 1882, to the said Second National Bank for the sum of $525, and the Second National Bank received a Sheriff's deed therefor (p. 26).

On the 1st of July, 1882, the defendant Shippee and wife undertook to convey a half interest in said property to the defendant Samuel W. K. Allen for $300 (pp. 29, 30).

The bill further shows that on the fifth day of March, 1881, the said Graeffe had no title or interest in the property which was the subject of attachment, and has not since that time had any attachable interest, or any interest which may be sold upon execution.

That the defendants claim to be the owner of the property, and are using their said deeds to injure and harass the complainant, and to becloud her title; that, while they had threatened to bring action for ejectment, yet they had failed to take steps to that end, but had contented themselves with the clouding of the plaintiff's title. And prays that said deeds or conveyances, or the pretended interest of said Graeffe, be surrendered up and canceled, and that it be adjudged that this complainant is the sole owner of said property; that the said grantees of said alleged interest be restrained from further embarrassing the title by transfers, or from taking proceedings to oust the complainant from the rightful possession of her property.

CROSS-BILL OF SHIPPEE AND ALLEN (p. 293) AND ANSWERS TO ORIGINAL BILL (pp. 31, 34).

The defendants severally charge that Graeffe was substantially the only party in interest in the American Mills Company; they deny that, in purchasing the property, he acted as agent or trustee for his wife, or that the moneys paid belonged to her; that the indebtedness under which the attachments issued by the Fourth National Bank and the Second National Bank was created by drafts drawn and accepted on the statements and representations that Graeffe was the owner of the property, and said discounts were made on the faith of such statements and upon the faith of the title of the property standing of record in his name. And they further allege that, at the time of these attachments, Graeffe was the owner in fee simple of the property, and that, by the levy under the attachments and the subsequent sale on execution, the defendants became the owners in fee simple of the property. That a large part of the moneys used in the purchase of the property, and in the improvements, were the proceeds of drafts of the Mills Company, accepted by Graeffe and discounted by the said banks;

that if the complainant had, as between her and her husband, any rights in the property, she is in equity estopped from asserting them on the ground that she had knowledge of the dealings between Graeffe and the Mills Company, and of his statements and representations in respect to the title, and that these facts and circumstances were sufficient to put her upon inquiry that he was so stating and representing.

It is further alleged that the transfer to the complainant, through William H. Garner, was not in good faith or for a valuable consideration, but intended to hinder and delay and defraud the creditors of said Graeffe.

The cross-bill sets out substantially the same facts pleaded in the answer to the original bill, and asks that the conveyances to the complainant be surrendered and canceled, and she restrained from asserting title to the property, and that it may be surrendered to said Shippee and Allen.

The answer to the cross-bill contains substantially the same allegations as set forth in the original bill (p. 303).

The defendant The Second National Bank of Providence filed no cross-bill.

Proofs.

Undisputed Facts.

The uncontradicted proof was as follows:

Mary J. Graeffe (now Mary J. Garner) was the wife of Albert J. Graeffe. Prior to the purchase of the property in question he had a conversation with her in respect to its purchase (pp. 46, 82, 85). He recommended that his wife buy the property and lease it to the American Mills Company. She said that she would be guided by his judgment, and it was agreed that the title should be taken in her name (pp. 47, 82).

None of his money went to the purchase of the property (pp. 46, 82), but her moneys paid for it.

Graeffe did not vest the title in his wife, but took it in his name (p. 47).

In August, 1880, she discovered this, and insisted on a conveyance of the property being made to her, which he then promised would be done, but did not make it, until the first of March, 1881 (pp. 48, 83, 86).

In February, 1881, Graeffe was borrowing money from his wife to pay some drafts, when she became informed that the transfer had not been made, and became very much excited about it (p. 48). Whereupon she sent for her brother, Mr. Garner, to take charge of her affairs (pp. 48, 81, 83), which resulted in the conveyance, on the 1st of March, to her, through her brother.

She had inherited from her father and her uncle real and personal property of the value of from one hundred to one hundred and twenty-five thousand dollars (pp. 49, 81, 83).

The manner and the extent to which these various sums of money appear on the books kept by Graeffe is shown also by the record (Shedule C, p. 279; Schedule B, p. 270, Complt., N. Y. G., p. 335).

In the accounts which have been shown he has charged himself with interest (p. 136), and has credited himself with like interest when payments were made to his wife (p. 137).

When the estate of her uncle was settled up, and the property of her father sold, the moneys and securities came into Mr. Graeffe's hands (pp. 53, 84).

With the exception of a power of attorney to receive the moneys from the estate, and the oral authority to purchase the property in question and put it in running operation, Graeffe had no authority to sell or otherwise dispose of his wife's property (p. 141).

After securing her to the extent of the property mentioned in the pleadings (the particular property in question having been charged to her at cost) a balance remains due belonging to her from her former husband

for the moneys belonging to her so taken and used by him, to the amount of seventeen thousand or eighteen thousand dollars (pp. 49, 83).

Graeffe kept books of his dealings with his wife, showing the amount of property received by him on her behalf and the amount returned to her and expended on her behalf. These books were destroyed in a noted fire which occurred in the city of New York (p 121).

But there remains of record in the Surrogate's office of the County of New York, the official accounting of the administrator of her uncle's estate, showing the securities to which Mrs. Graeffe was entitled and which were received by her husband, and their value (p. 121).

A schedule of these assets, describing them in detail, appears in the record (Complts. N. Y. G.; Schedule A., p. 264).

The disposition made by Mr. Graeffe of these securities and the amounts realized by him therefrom also appear in the record (Schedule B, p. 270).

That the money belonged to his wife, and that he obtained possession of it and used it is not disputed.

Disputed Facts.

These are briefly as follows:

1. Did the Fourth National Bank and the Second National Bank, the attaching creditors, accept the drafts upon which their judgments were based on the representations of Graeffe that he was the owner of the property or on the faith of such ownership?

2. Were the proceeds of such drafts used to purchase the property in question?

3. Had this complainant any knowledge that such representations were being made, or did she fraudulently permit the title to stand in Graffe's name, so as to give him credit?

4. Was the transfer to this complainant made in good faith and for a valuable consideration, or was it intended to hinder and delay the creditors of Graeffe?

I. As to the first proposition, the entire proof is as follows:

John P. Campbell was a director in the Second National Bank (p. 87).

He had no business or conversation with Graeffe on the subject of the ownership of the real estate, *until February 28, 1881*, when Graeffe was seeking to raise money to tide over his affairs (p. 87), and then it was claimed that he said that the real estate was his.

The bank had made all its discounts prior to that time (p. 88).

He was induced to say that by some undisclosed means there was some understanding that the property was Graeffe's, but he does not give the sources of his information, and clearly indicates that no such statement was made by Graeffe (p. 88).

It appears that at some time after the bank had begun to discount and after credit had been given to Graeffe, the witness talked with Mr. Schrader who was the president of the company, and was informed by him that the company had a paid up capital of $75,000, witness thought; and it was on the strength of this statement that it was finally decided to give Graeffe credit; *and he thinks* that at that time it was said that Graeffe owned the real estate, but he is not clear about that (p. 89).

On cross-examination he concedes that, at the first interview with Graeffe, nothing was said on the subject (pp. 89, 90).

He cannot recollect what, if anything, was said by

Graeffe from that time until the 28th of February, 1881 (pp. 91, 92).

When asked to give the words that made the impression on his mind on the 28th of February, 1881, that Graeffe owned the property, he could not do so (p. 91).

He seems to have had two conversations with Graeffe on the 28th of February, 1881, and could not recollect the first (p. 91); during the second nothing was said except that Graeffe wanted to borrow more money than the witness and his brother were willing to loan (p. 92).

William W. Payne was cashier of the Second National Bank; he met Graeffe in the summer of 1880, and merely had an introductory conversation (p. 95).

He did not see Graeffe again until after the middle of January, 1881 (p. 95). He did not see Graeffe after that (p. 96).

At that interview Graeffe said that he was trying to get additional capital (pp. 95, 96).

The bank had then been discounting for about three months (p. 96).

He claims, however, that Schrader, the president of the company, told him on the 20th of December, 1880, *after most of the discounts had been made by his bank*, and its attachment was levied and sale made thereunder upon drafts discounted before that date (pp. 97, 98), that the real estate belonged to Graeffe (p. 96), but it is not pretended that this was in the presence of Graeffe, or was assented to by him.

James M. Campbell, a brother of the former witness, and the one referred to as being present when Graeffe said that the property was his, says the fact of representation as to the ownership was established in his mind by a statement of Graeffe that there was no other incumbrance upon the property, except that which the witness had mentioned (eleven or twelve hundred dollars), and that Graeffe wished the Campbells to pay that out of the amount of the mort-

gage which it was proposed they should take, and pay the balance to him (p. 99).

His re-cross examination indicates clearly that the question of ownership was neither discussed nor considered (p. 100).

George R. Phillips was also a director in the Second National Bank (p. 101).

Phillips is a dealer in plumbers' supplies, and had no conversation with Graeffe in respect to the property, except in regard to doing some work there, in which conversation Graeffe casually spoke of the property as "his concern." There was nothing said involving a declaration of ownership. Since that time he has had no conversation with him on the subject (p. 101).

The representation, such as it was, was after the bank had discounted all paper (p. 102).

On re-direct examination, he takes back the answer so given (p. 101), and says that he had a conversation with Graeffe, in which Graeffe stated that he owned the mill (p. 103). But this was after all discounts.

On re-cross-examination he is unable to state when this last suggested conversation took place (p. 104).

He then promptly and decidedly contradicts the statement which he had before given by way of explanation of his answer to interrogatory 11 (p. 104).

He again contradicts himself by saying that the conversation did not occur when an application was made for a loan on the property (compare pp. 104, 105, with p. 102).

Samuel L. Tillinghast is and was a director in the Greenwich National Bank, and no way connected with the Second National Bank (p. 106).

He had been introduced as a person holding a mortgage on the property which Graeffe had bought (p. 105).

The mortgage was subsequently paid off by Graeffe's check (p. 106).

He could not be induced to say that his bank discounted such paper as it had taken on any representa-

tions of Graeffe. He undertook to speak solely for himself (p. 107).

On cross-examination the fact is established beyond question that no representations as to the ownership were made by Graeffe, and no action taken upon any pretended intimation of ownership by him (pp. 108, 109).

Christopher Hawkins was a director in the East Greenwich National Bank, and not in the Second National Bank (p. 109).

While he undertakes to say that the East Greenwich National Bank discounted the draft of $2,000 on the faith of Graeffe's ownership of the property (p. 110), on cross-examination he shows that it was on the faith of a previous discount which had been paid at maturity, and that, as matter of fact, he knew nothing about the transactions of his bank pp. 111, 112).

This covers the entire testimony of alleged representation as to ownership. And this testimony, such as it is, was given after Graeffe had positively denied in advance that he had ever made any representations either as to the ownership of the property or the capital of the company, except that he says on one occasion, when bills for construction were being made out in the name of an employee, he directed that they be made out to him (pp. 51, 52).

As to the Fourth National Bank, under whose attachment the sale was made, there is not a particle of evidence offered to show that it acted on any representations whatever.

II. Appellant's money only was used in the purchase of the property.

The payment began to be made about May 1, 1880, and continued to February 10, 1881 (pp. 196 to 199).

Prior to this time, Graeffe had received his wife's entire fortune (pp. 264 to 268; pp. 138, 139; pp. 140, 141).

He had no money or property of his own (p. 85).

There is no proof that any draft, or the proceeds of

any draft discounted for Graeffe, was used in the purchase or improvement of any of this property.

The first acceptance of the Mills Company was on September 14, 1880 (p. 144). All payments of purchase money had been made, prior to that date, out of this complainant's funds (pp. 137 to 139), the Tillinghast mortgage having been paid August 31, 1880 (p. 138).

The history of these various drafts shows conclusively that no part of the money was applied as claimed by the respondents (pp. 63 to 70).

III. No proof was made that this complainant had any knowledge whatever of any representations as to ownership, or that she knowingly permitted the title to remain in Graeffe's name, or that he was obtaining credit on that fact.

She never knew or heard that credit was given to Graeffe on the assumption that the property stood in his own name, and she has never stated to any one that the title to the property was in Graeffe's name, or that it was his property (pp. 83, 84).

At the time of the purchase of the property she was living in Brooklyn, N. Y. (p. 82).

She made but one visit to it (pp. 86, 116).

Assignment of Error.

The decree was erroneous in adjudging that the bill be dismissed on the merits and awarding judgment for the relief prayed for in the cross-bill. It should have adjudged that this complainant was entitled to judgment as prayed for in the bill.

FIRST.

Whenever a husband acquires possession of the separate property of his wife, whether with or without her consent, he must be deemed to hold it in trust for her benefit in the absence of any direct evidence that she intended to make a gift of it to him.

Stickney vs. Stickney, 131 U. S., 227.

This decision is directly contrary to the opinion of the Court below in the case at bar.

In the case cited, this Court say: "There were no creditors there alleging that they gave credit to the deceased upon his supposed ownership of the property standing in his name." In the case at bar, while the allegations of the defendant bank are to the effect that it gave credit to Graeffe upon representations as to his ownership of the property, or as the result of knowledge that the record title was in him, yet the uncontroverted facts are, as hereinbefore shown, that no representations were made by or on behalf of Graeffe, or indeed by any one upon the faith of which credit was given him; nor does it appear that the creditors ever looked into the record title so as to have been misled by it. The property was not even in his possession, but in that of the American Mills Co.

A wife entrusted her separate property to her husband to invest and manage in his own name, he to transfer it to her when she so desired. While it so stood in his name, he entered into business, and bought merchandise of persons who knew from the records that it was in his name, and who relied on his apparent ownership in giving him credit. *Held*, that it not having been put in the husband's name for the purpose of giving him credit, and no representations that it was

his having been made, and the wife not having known that credit was given him on the faith of such apparent title, she was not estopped to claim it as her own.

Marston vs. Dresen (Wis., 1893), 55 N. W., 896.

Humes vs. Scruggs (94 U. S., 22), cited against this position, is not in point. In that case the property transferred to the wife was valued at five times the indebtedness of the husband to her, assuming it to be at the amount claimed by her, which was exceedingly doubtful. That was an element of fraud in fact which the Court could not overlook. There was no agreement at or before the time of its purchase, nor indeed at any time, that the property did or was to belong to the wife. The testimony showed that the wife permitted the title to the property to be taken in her husband's name and retained by him for the express purpose of giving him credit. And finally, the action was brought by an assignee in bankruptcy, under the statute giving him peculiar rights in respect to properties transferred even by way of preference of an honest debt.

IV. The transfer to appellant was made to carry out the scheme of the original purchase, which was made for her, and with her moneys.

But, if this were not so, and no arrangement had been made in advance for the conveyance to her, still Graeffe was her debtor to the amount of over $100,000, at the time of the transfer. He applied the cost of the property as a payment on account of his indebtedness; this was a transfer in good faith for value; and though other creditors, equally meritorious, might suffer, is not for that reason alone to be construed as intended as fraudulent, or to hinder or delay them.

SECOND.

The taking by Graeffe of the title to the property in his own name in the first instance, the consideration having been paid by her, was in fraud of the rights of his wife, and a trust thereby resulted in her favor.

Tracy vs. Kelly, 52 Ind., 535.

He could have been compelled in equity to carry out the terms of the oral agreement under which he acquired possession and control of the moneys used for the purchase of the property. His creditors acquired no greater rights or interest in the fund or property than he himself had ; and he having made the transfer of title in compliance with the terms of the original agreement, neither he nor his creditors will be heard to complain.

2 Cord's Rights of Married Women, Chap. 56.
2 Story's Eq. Juris. Sect. 1258.
Hixon vs. Cuppy, 33 Ind., 210.
Minier vs. Minier, 4 Lans. (N. Y.), 421.

But in cases where an executory contract between husband and wife would not have been enforced an executed one, if made in good faith, will be upheld.

Sweeney vs. Damron, 47 Ill., 450.

Where, as in the case at bar, the husband has appropriate the like amount of his wife's property, the transfer could be upheld against existing creditors, even as a post-nuptial settlement.

Wiley vs. Gray, 36 Miss., 310.

THIRD.

The conveyance having been made to the wife for a conceded actual and bona fide indebtedness, it was, at most, only constructively, and not actually, fraudulent.

In such case, and until the complaining creditor shall make good the debt in consideration for which the transfer was made, the grantee would be justified in holding the land, at least as security for the debt.

Lobstein vs. Lehn, 120 Ill., 540.
Loos vs. Wilkinson, 113 N. Y., 491.

As between husband and wife, the strict rules applied to transactions among business men dealing with each other at arm's length are properly never applied against the wife.

"The sphere of the duties of the husband and wife are different. Usually she knows but little of business and property interests. It is natural that she should confide in his integrity and be guided in everything by his kindly judgment. She is always *sub potestate viri*. Hence the disabilities and safeguards which the law wisely throws around her."

2 Cord., Rights of Married Women, Sec. 1134.
Trust Company vs. Sedgwick, 97 U. S., 304.

But, assuming that she is to be held to the same strictness in her business transactions with her husband as would be a stranger, she would have at least the same right to rely upon appearances as other creditors. She might well say, "I have allowed my money to remain in the hands of my husband, because I knew that he was the record owner of certain property; I did not urge payment, because I felt at all times for this reason that my debt was entirely safe and secure.

I find, however, that he is insolvent and not able to pay all his debts as they accrue; I ask him to prefer me and pay my debt by a transfer of property worth much less than the amount of my indebtedness." Wherein has she done that which would not have been permitted to other creditors, and which the Second National Bank (the only other creditor in this action) is here seeking to do? The appellees Shippee and Allen were neither creditors nor assignees of a creditor, and not within the equities of such. They are at best mere speculators who, if this decree shall be sustained, will get this valuable property for the nominal price of $499, in a scramble between creditors, whereby the appellant, a confessed creditor, would lose all of her debt, and the Fourth National Bank, under whose attachment and sale they claim title, receive but a small amount upon its claim of over $2,500 (p. 22).

Manchester vs. Tibbetts, 121 N. Y., 219.

Assuming, however, that this complainant not only stood by and heard her husband claim ownership to the property in question and ask for credit on the faith of the same, and assented most solemnly to such fact, still, the creditor, acting on the faith of such statement, would not be heard to complain unless he went further and inquired as to the extent of the indebtedness of this complainant's husband and put this complainant in the position to estop her from asserting a claim for her own debt. For the husband might own the property without incumbrances and still be indebted to his wife or to another for far more than the value thereof, and that in a case where the purchase price had not been paid out of the wife's funds. Assuming, further, that this complainant and the Second National Bank were to exchange positions, and that it should have been established, as has been alleged but not proven, that the proceeds of the drafts discounted by the bank were used by Graeffe to purchase this identical property; that he had taken the title in his own name and the

officers of the bank had known that he was borrowing money from this complainant on the faith of such ownership; that subsequently, desiring to prefer and secure the bank, he had turned over the property to it for less than the amount of such indebtedness to it. Would a court of equity require the bank to give up its title, so acquired, to this complainant? Clearly not! And if such could not be done in that case, the decree of the Court below is necessarily erroneous.

FOURTH.

At the time of the making of the agreement that Graeffe should buy the property for his wife, they were residents of the State of New York, where the law gives a wife the property which she acquires by descent, purchase or bequest as and for her own, as though she were a single woman, and free from the control of her husband.

Minier vs. Minier, 4 Lans. (N. Y.),421.

Laws of New York, 1860, Chapter 90.

Section 1. The property, both real and personal, which any married woman now owns, as her sole and separate property; that which comes to her by descent, devise, bequest, gift or grant; that which she acquires by her trade, business, labor or services, carried on or performed on her sole or separate account; that which a woman married in this state owns at the time of her marriage, and the rents, issues and proceeds of all such property, shall, notwithstanding her marriage,

be and remain her sole and separate property, and may be used, collected and invested by her in her own name, and shall not be subject to the interference or control of her husband, or liable for his debts, except such debts as may have been contracted for the support of herself or her children by her as his agent.

FIFTH.

Had there been no agreement between husband and wife to buy for her in the first instance, still it was neither illegal, inequitable nor fraudulent for him to prefer her to the amount of his indebtedness to her.

Atlantic Nat. Bank vs. Tavener, 130 Mass., 409.
Metsker vs. Bonebrake, 108 U. S., 66.
Wiley vs. Gray, 36 Miss., 510.

I. Right to prefer among creditors is a consequence of ownership.

Lampson vs. Arnold, 19 Iowa, 479.
Wilson vs. Forsyth, 24 Barb. (N. Y.), 105.
Grover vs. Wakeman, 11 Wend. (N. Y.), 187.
Simplon vs. Cutler, 8 Pick., 298.

II. And such preferences are not fraudulent. It is no part of the policy of the law to prohibit a debtor from applying his property to one debt rather than another.

Waterbury vs. Sturtevant, 18 Wend. (N. Y.), 353.
McMenomy vs. Rosevelt, 3 Johns. Ch. (N. Y.), 446.

Lewis vs. Whittemore, 5 N. H., 364.
See cases cited in Bump's Fraudulent Sales, at page 217.

III. A preference is not fraudulent, though others lose their debts which are equally meritorious.

Kuykendal vs. Hitchcock, 15 Mo., 418.
Waterbury vs. Sturtevant, 18 Wend. (N. Y.), 353.
Hall vs. Arnold, 15 Barb. (N. Y.), 599.
Ewing vs. Runkle, 20 Ill., 448.
Waddams vs. Humphrey, 32 Ill., 661.

Or though the debtor be insolvent.

Auburn Bank vs. Fitch, 48 Barb. (N. Y.), 344.

IV. A preference is not fraudulent, though the creditor knew of the insolvency of the debtor.

Walsh vs. Kelly, 42 Barb., 98.
Same Case, 27 Howard, 359.
Fromore vs. Jones, 13 Iowa, 474.
Hessing vs. McCloskey, 37 Ill., 341.
Johnson vs. McGrew, 11 Iowa, 151.
Young vs. Dumas, 39 Allen, 60.

V. Nor by the fact that the debtor wishes to defeat some execution, nor that it includes all property not exempt from execution.

Halbird vs. Anderson, 5 T. R., 235.
Hall vs. Arnold, 15 Barb., 599.
Weller vs. Wayland, 17 John., 102.
Wilder vs. Winne, 6 Co., 284.
Ban vs. Hatch, 3 Ohio, 527.

VI. The only question is, was there a true debt and a real transfer?

Clemens vs. Davis, 7 Penn., 263.

VII. An existing indebtedness is a good consideration within the proviso which saves the right of a *bona fide* purchaser.

Seymour vs. Wilson, 17 N. Y., 417.

Adams vs. Wheeler, 10 Pick., 199.
Gibson vs. Seymour, 4 Vt., 518.
Gleason vs. Day, 9 Wis., 498.
Seymour vs. Briggs, 11 Wis., 198.

VIII. And the preference may be given for a debt to a wife.

Syracuse Chilled Plow Co. vs. Wing, 85 N. Y., 421.
Mayfield vs. Kilgore, 31 Md., 240.
Hill vs. Rogers, Rice Ch., 7.
Jaycox vs. Caldwell, 51 N. Y., 395.
McCartney vs. Welch *et al.*, 51 N. Y., 626.
Woodworth vs. Sweet, 51 N. Y., 8.
Sherman vs. Parish, 53 N. Y., 483.
Seymour vs. Fellows, 77 N. Y., 178.
Naginac vs. Thompson, 7 Peters, 348–393.
Smith vs. Allen, 5 Allen, 454.
Wait on Fraud. Convey's, Sec. 299.

IX. The Rhode Island cases and statutes on this subject are briefly as follows:

"If a married woman loan her husband money it must be with the same right to expect and receive security or repayment out of his estate, and even preference of payment that any other creditor has, for it cannot be pretended that a debt which a court of equity recognizes may not be preferred in payment by the debtor in a state of law which, like ours, admits preferences of payment, as well as a debt which is also recognized in a court of law."

Steadman vs. Wilbur, 7 R. I. R., 486.

In Rhode Island, a preference of a *bona fide* debt is valid, except under the operation of the insolvent laws.

Public Statutes, R. I., Chap. 237; Sections 14 and 15, p. 660.
Elliott vs. Benedict, 13 R. I. R., 463.
Hodges vs. Hodges, 9 R. I., 32, 35, 36.
Franklin Savings Bank vs. Greene, 14 R. I., 1.
Nat. Exchange Bank vs. Watson, 13 R. I., 91.

SIXTH.

Appellant as complainant is entitled to maintain this action to establish and quiet her title.

The original bill charges that the defendants claim to be the absolute owners of the entire property by reason of the title acquired by the Sheriff's deed, and are seeking to obtain possession thereof to the exclusion of the complainant, Mary J. Graeffe (pp. 8 to 12). The conveyance from Shippee and wife, who was the the bidder at the sale under the levy by the Fourth National Bank, substantially claims the entire property (pp. 29, 30).

The answer of the Second National Bank avers that the entire title and estate, at the time of its attachment, belonged to Albert J. Graeffe, as the owner in fee simple, and that by its sale and purchase the Second National Bank became and now is the lawful owner of all of the said estates as against said Albert J. Graeffe and said Mary J. Graeffe (pp. 31 to 33).

The answer of Shippee and Allen to the original bill charges that the attachment of the Fourth National Bank was against the property as the property of Albert J. Graeffe, and that by the levy and sale under the execution thereupon, they became vested with the title to said property, and the conveyance from the Sheriff transferred "full and complete title to and the fee in said estate and property" in them (p. 35).

By their cross bill, Shippee and Allen claim that the title of Mrs. Graeffe is fraudulent; that the deed to her creates a cloud upon the title which they claim in fee; and they ask that it be surrendered and canceled, and that her title in the estate be transferred to them; thus making a claim to the entire estate.

Allen, one of the defendants, claims to have exercised

an act of ownership in the property by the payment of a tax (p. 94).

The alleged title of the defendants was acquired in February and March, 1882, and complainant, having waited until the following November to have the defendants seek by legal proceedings to establish it, was compelled to file this bill for relief.

Complainants' bill is in the nature of a *quia timet.*

2 Story's Eq. Juris., Section 826.
Fonda vs. Sage, 48 N. Y., 173.
Allen vs. City of Buffalo, 39 N. Y., 386.
Eldridge vs. Smith, 34 Vt., 484.

The test seems to be that, where the title against which relief is prayed is of such a character as if asserted by action and put in evidence it would drive the other party to the production of his own title, in order to establish a defense, it is a cloud which the latter has a right to call upon the Court to remove.

Lick vs. Ray, 43 Cal., 83.

When a person owns and is in possession of land, and there is a cloud on his title by reason of a claim made to the land by others, which prevents its sale for a fair market value, a court of equity will entertain a suit to adjust the preferences or settle the priorities of the conflicting claimants; and, where there is an outstanding deed which improperly clouds the title of the true owner, he may resort to equity, and have such deed canceled.

Stout vs. Cook, 37 Ill., 283.
Eldridge vs. Smith, 34 Vt., 284.
City of Hartford vs. Chipman, 21 Conn., 488.
Downing vs. Wherrin, 19 N. H., 9.
Brewton vs. Smith, 28 Ga., 442.

The jurisdiction of equity is intended to reach persons out of possession who cannot otherwise be compelled to assert or defend their alleged right.

Barron vs. Robbins, 22 Mich., 35.

SEVENTH.

The title of Graeffe to the premises, if any, passed under the attachment and execution of the Fourth National Bank of New York. No proof was offered that it gave credit either upon representations or appearance of ownership in Graeffe.

The Fourth National Bank, having levied the first attachment under which the property is claimed to have been sold, namely, on the 5th day of March, 1881 (pp. 17 to 20), the sale thereunder must be deemed to have disposed of the whole property, which, relating back to the date of the attachment, March 5, 1881, left nothing for the alleged attachment of the Second National Bank, which, it was claimed, was levied on the 16th of March, 1881, and under which that bank claims title (pp. 8 and 9).

Shippee was the purchaser at the sale under the attachment of the Fourth National Bank, and Allen claims an interest under an agreement made before the purchase and by a subsequent conveyance from Shippee (pp. 34, 35, 29, 30).

They claim, in their cross-bill, equitable relief, because they allege that said bank through whom they claim gave credit to Graeffe upon the faith of his representations as to ownership, but make no proof of that fact (p. 297).

The Fourth National Bank, prior to the filing of the cross-bill, filed its bill in equity in the United States Circuit Court for the Southern District of New York against the Mills Company, these complainants, William H. Garner and another, to have it adjudged that a certain transfer of goods by the Mills Company to Graeffe, and by Graeffe to this complainant, was fraud-

ulent and void. The Circuit Court dismissed the bill on the merits. This was affirmed by this Court.

Fourth National Bank vs. American Mills Co., 137 U. S., 234.

Shippee and Allen claiming under such rights as the Fourth National Bank had, this would seem to be an adjudication in respect to the disposition of the personal property, and against their allegations on that behalf in the cross-bill (p. 299).

EIGHTH.

The decree of the Circuit Court should be, reversed and the cause remanded with directions to enter judgment enjoining the defendants from further asserting title to the property in question; directing that the deeds under which they claim be surrendered up to the complainant to be canceled, and dismissing the cross-bill; that restitution made to the appellant, and an accounting made to her of rents while defendants have been in possession under the decree, with costs.

October Term, 1893.

ALEX. THAIN,
Of Counsel for Appellant.

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1940.

No. 42

MARY J. GARNER, (formerly MARY J. BRIGGS),

Appellee,

v.

THE SECOND NATIONAL BANK OF PROVIDENCE, et al.,

BRIEF FOR APPELLEES

J. LANGDON WARD,

of Counsel.

Supreme Court of the United States.

MARY J. GARNER (formerly Mary J. Graeffe),
Appellant,

vs.

THE SECOND NATIONAL BANK, of Providence, Rhode Island, CHRISTOPHER A. SHIPPEE and SAMUEL W. K. ALLEN.

No. 43.
October Term,
1893.

ON APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF RHODE ISLAND.

BRIEF FOR APPELLEES.

This is an appeal from a decree dismissing a bill filed by the appellant to set aside and cancel as clouds upon her title certain conveyances to the appellees of property at Warwick, Rhode Island (p. 293), and from a decree granting to the appellees the relief prayed in a cross-bill filed by them to establish such deeds as valid and effectual (p. 309).

As to Matters of Fact.

FIRST. Certain facts may be stated as undisputed on the evidence, as they are all taken directly from the complainant's own testimony, and are as follows:

Complainants are man and wife (p. 46), and were and are citizens of New York. They were married about

the year 1869 (p. 51); at that time A. J. Graeffe was a clerk in a commission house in New York. Neither then nor at any time afterwards had he any money or property of his own, except what he made in his business (p. 134). He soon after went into the business of selling goods on brokerage, In 1872 (p. 51) his wife's uncle loaned him $2,500 (p. 71), and he went into business as a commission merchant, with a partner, under the name of Graeffe & Foster. In 1873 or 1874 (p. 51) that firm dissolved and the firm of Graeffe & Shaw was formed. The complainant A. J. Graeffe paid into that firm as capital about $2,000, which was all he had been able to save out of the money loaned to him by his wife's uncle (p. 52), and borrowed of his partner's mother twenty thousand dollars (p. 98), which he also used in the business of that firm as his contribution to its capital.

His wife, the co-complainant, inherited from her father, Henry Garner, and from her uncle, James G. Garner, a considerable amount of property, in the aggregate $110,000 (Ex. N. Y. G., p. 264, pp. 81, 83); under a power of attorney from his wife, Graeffe received her distributive share in these estates from the administrator and others, and after receiving the property he had charge of it for her, full charge of it, did as he liked with it, was never asked to account for it, never consulted with her about the management of it (p. 84), and still has charge of what she has left (p. 85).

Graeffe never applied to his wife for a loan of money (p. 85), but on the 24th of February, 1877, he used some of the earliest moneys collected by him for her account from the administrator of her uncle's estate to repay the twenty thousand dollars ($20,000) he had borrowed from Mrs. Shaw and used as a part of his capital in the firm of Graeffe & Shaw (Ex. G, Schedule C, p. 279).

On the 31st of December, 1877, the firm of Graeffe & Shaw were dissolved (Complainant's N. Y. C., p. 239)

and thereafter and until March, 1881, A. J. Graeffe continued in business on his own account (p. 52).

In 1879, however, he was interested in the firm of J. C. Schrader & Co. (p. 53), and this firm continued in business until September, 1880, when it was merged into the American Mills Company (pp. 57 and 76). To the capital of J. C. Schrader & Co. Graeffe contributed not more than one thousand dollars, if that, but he loaned the firm the money necessary to carry on its business; the amount of these loans aggregating at that time of the merging of the firm into the American Mills Company about fifty-five thousand dollars. The money so loaned was Mrs. Graeffe's money (pp. 53, 54), which had theretofore come to his hands as before stated.

On September 1st, 1880, the members of the firm of J. C. Schrader & Co., to wit, A. J. Graeffe, Edward L. Graeffe and John C. Schrader, incorporated themselves as the American Mills Company. An inventory of the property of J. C. Schrader & Co. was taken, and it was found that it was about equal in value to the amount of money that J. C. Schrader & Co. owed A. J. Graeffe and J. C. Schrader. The property so inventoried was transferred to the American Mills Company, and capital stock of the company was issued to A. J. Graeffe and J. C. Schrader for an amount equal at par to the indebtedness of J. C. Schrader & Co. to them (pp. 57 and 58).

Prior to the organization of the American Mills Company, and during the months of March, April and May, 1880, the property which is the subject of this litigation was purchased by Albert J. Graeffe, and the deeds thereof taken by him in his own name. The total consideration paid by Graeffe for the conveyance of this property was as follows: For the Howland property, four thousand dollars; for the Arnold piece, thirteen hundred dollars, and for the Clapp property, or water rights, five hundred dollars (N. Y., 3, pp. 195, 196; pp. 137, 138).

Graeffe then proceeded to repair and improve the premises purchased, expending thereon about forty-

three thousand dollars (p. 7), and in October, 1880, leased the property for five years to the American Mills Company (p. 6), and that company thereupon took possession of the property and conducted its manufacturing business thereon. But fifty-four thousand dollars of the capital stock of the American Mills Company was ever issued (Cross-bill, p. 296, not denied in the answer); of this sum fifty thousand dollars was held by Graeffe, between two or three thousand by John C. Schrader (p. 59) and the remainder by E. L. Graeffe and one other person (p. 45). J. C. Schrader was its president, E. L. Graeffe was secretary, A. J. Graeffe was treasurer and selling agent in New York (p. 59). The firm of J. C. Schrader & Co. were in the business of manufacturing in Philadelphia; A. J. Graeffe sold their goods for them on commission and accepted their drafts for money as they needed it (p. 58). At the time of the transfer of the assets of J. C. Schrader & Co. to the American Mills Company, September 1st, 1880, in estimating the indebtedness of J. C. Schrader & Co. to A. J. Graeffe the amount of drafts accepted by him for them was charged as cash (p. 76), and capital stock of the American Mills Company issued to Graeffe in payment of the balance due him.

After the first day of September, 1880, drafts of J. C. Schrader & Co. at four months accepted by A. J. Graeffe matured and were paid by Graeffe to the amount of ninty-six thousand nine hundred and three dollars and thirty-nine cents (pp. 76, 77).

After the organization of the American Mills Company, A. J. Graeffe continued with the American Mills Company the same course of business he had carried on with J. C. Schrader & Co., receiving their goods for sale and accepting their drafts (p. 62).

During the period from the organization of the American Mills Company until the 1st of March, 1881, when both Graeffe and the Mills Company made assignments, Graeffe received from the American Mills Company merchandise, as he approximates it, to the amount of

about ninety-four thousand dollars (p. 54). Of this amount, however, nineteen thousand two hundred and eighty-two dollars and twelve cents (pp. 78 and 79) was merchandise which originally belonged to J. C. Schrader & Co., and was accepted by Graeffe on the closing of the business of that firm in reduction *pro tanto* of the amount of their indebtedness, as he says to him, which goods he thereupon transferred on his books to the American Mills Company, charging them with the amount thereof (Ex. N. Y. 1, pp. 145 and 156); these goods Graeffe afterwards sold for account of the American Mills Company and charged them a commission for selling (p. 80), leaving the actual amount of goods of their own manufacture received by Graeffe from the American Mills Company seventy-four thousand seven hundred and seventeen dollars and eighty-eight cents.

Graeffe accepted drafts drawn on him by the American Mills Company, which he either returned to them or got discounted and forwarded them the proceeds of, to the amount of seventy-three thousand and eighty-eight dollars and seventy-six cents. Of these drafts there were paid at maturity six, aggregating in amount sixteen thousand nine hundred and eighty-eight dollars and thirty-six cents, leaving unpaid at the date of the failure, and still unpaid, drafts aggregating fifty-six thousand one hundred dollars and forty cents.

Graeffe also received from the American Mills Company their drafts, which he accepted, discounted for his own benefit and received the avails of to his own use, to the amount of thirty-seven thousand dollars, of which he paid but one, amounting to three thousand five hundred dollars, and the remainder is still unpaid (pp. 63 to 70).

On or about the 1st day of March, 1881, knowing himself to be insolvent (pp. 44 and 83), A. J. Graeffe executed a conveyance of the property in question to his wife's brother, Mr. Garner, who thereupon transferred it to Mrs. Graeffe (p. 81). At or about the same

time A. J. Graeffe transferred to Mr. Garner for account of Mrs. Graeffe certain goods.

During the whole time of their marriage whatever spending money, or money required for furniture, carpets, necessaries, etc., which Mrs. Graeffe required was paid to her by her husband, and none of it was charged against her moneys in her husband's hands.

SECOND. Certain other facts are established by the evidence, namely:

(a) That on the 1st day of January, 1880, all the money and property ever received by A. J. Graeffe on his wife's behalf had been expended, excepting the sum of eight or nine thousand dollars.

This is shown as follows:

A. J. Graeffe never at any time had any money or property of his own, except what he made in his business (p. 134).

Complainants' N. Y. A. (pp. 224 *et seq.*), and defendants' N. Y. 4 (pp. 200 *et seq.*), comprise the complete profit and loss account of A. J. Graeffe in his business from the commencement of his copartnership with Shaw under the firm name of Graeffe & Shaw, in 1873 (pp. 122, 123), (at which time his only capital was what he had been able to save from money previously loaned him by Mrs. Graeff's uncle, about two thousand dollars p. 52), down to the 31st day of December, 1880, shortly prior to his failure. According to complainants' N. Y. A., Graeffe lost in the business of Graeffe & Shaw down to the 1st day of November, 1877, the termination of that account, twelve hundred and seventy-three dollars and seventy-one cents, being his contribution to the aggregate losses, as charged under date of July 1st, 1877, and November 1st, 1877, less the item of sixty-two dollars and fifty cents charged against him under date of December 31st, 1873. From that date to the 29th of June, 1878, the net profits of his business according to N. Y., 4, were twenty-seven hundred and ninety-seven dollars and seventy cents; this is arrived

at by deducting from the debit side of profit and loss the charge against A. J. Graeffe's personal account of eleven thousand three hundred and eighty-two dollars and ten cents, which represented moneys which Graeffe had expended, as will be seen hereafter, and deducting from the credit side of profit and loss the credit balance and the charge against A. J. Graeffe's stock account, both of which are mere bookkeeping entries to make a balance, and we have for that period charged against profit and loss eight thousand seven hundred and sixty-one dollars and fifty-six cents, and credited to profit and loss as the net earnings or receipts of the business eleven thousand five hundred and fifty-nine dollars and twenty-six cents showing, a profit in the business for that period of two thousand seven hundred and ninety-seven dollars and seventy cents as above above stated.

Between the 29th of June, 1878, and the 31st of December, 1878, the net profits of Graeffe's business appear to have been, according to N. Y. 4, thirteen thousand nine hundred and seventy-seven dollars and seventy-three cents. The two sides of the account balance, but on the debit side of the account is credited to A. J. Graeffe's personal account the sum of eight thousand eight hundred and thirty-two dollars and ninety-one cents, and to A. J. Graeffe's stock account five thousand one hundred and forty-four dollars and eighty-two cents; these being entries of moneys expended by Graeffe personally, and aggregating thirteen thousand nine hundred and seventy-seven dollars and seventy-three cents, which represents the net profits of his business for that period as above.

A. J. Graeffe's personal account, which is Complainant's N. Y. D. (p. 240), and A. J. Graeffe's stock account, which is Complainant's N. Y. C. (p. 228), and its continuation, Defendant's N. Y. 6 (p. 212), are two accounts meaning practically the same thing (p. 124), and show money expended by Graeffe personally (p. 123).

Between the 1st day of January, 1879, and the 30th

day of June, 1879, A. J. Graeffe's business resulted in a net loss of sixteen thousand one hundred and seventy-three dollars and sixty-five cents, appearing as follows: The credit items in profit and loss account (N. Y. 4, p. 200) for this period include a charge against A. J. Graeffe's stock account (which is complainant's N. Y. C., p. 228) of thirty-four thousand nine hundred and lorty-one dollars and fifty-four cents, and a credit to sundries of forty-five thousand one hundred and twenty-three dollars and forty-one cents. The journal entry for these charges on page 202 shows that in the credit to sundries is included a credit to A. J. Graefe's personal account of eighteen thousand seven hundred and sixty-seven dollars and eighty-nine cents; but as A. J. Graeffe's stock account and A. J. Graeffe's personal account are two different accounts representing practically the same thing, the charge against one and credit to the other are practically cross-entries to the same account, and the difference between them, to wit, sixteen thousand one hundred and seventy-three dollars and sixty-five cents is the actual amount which should hsve been charged to profit and loss as showing the net loss of the business for that period.

From the 30th of June, 1879, to the 31st of December, 1879, the net profits of A. J. Graefe's business, as shown by N. Y. 4, were eight thousand four hundred and twenty-eight dollars and twenty-one cents, being the last entry for that period in N. Y. 4, as a charge to profit and loss and a credit to A. J. Graeffe's stock account, so that the true meaning of this profit and loss account is that from the period from 1873, when complainants' N. Y. A. begins, to December 31st, 1879, the net result of A. J. Graeffe's business was a profit of seven thousand seven hundred and fifty-six dollars and twenty-eight cents.

In A. J. Greffe's stock account, however (Defendants' N. Y. 6, p. 212) under the date of December 31st, 1877, there appear to be profit and loss items, which should properly have been in profit and loss account,

but were omitted, namely, credits of merchandise, commissions and interest aggregating fifteen thousand five hundred and one dollars and sixty-six cents, and debits to expense account of three thousand five hundred and twenty-five dollars and fifty-six cents, the difference being eleven thousand nine hundred and seventy-six dollars and ten cents, which should have been a credit to profit and loss, and added to the same previously shown makes nineteen thousand seven hundred and thirty-two dollars and thirty-eight cents, as the net profits of A. J. Graeffe's business from 1873 to December 31st, 1879.

Complainants' N. Y. D. (p. 240), of which complainants N. Y. E. (p. 247) is a continuation, represents money that A. J. Graeffe had taken out of the business and had expended for family purposes, personal expenses, during the period that it covered (p. 123). The credit items of this account down to December 31st, 1879, which, with certain exceptions (at pp. 124 and 125), and which are not included in this statement, aggregate seventy-two thousand eight hundred and ninety-six dollars and five cents, show that during that period Graeffe and his wife between them had expended in living and otherwise so much money, but, as during this period Graeffe had made, as we have seen by his profit and loss account, but nineteen thousand seven hundred and thirty-two dollars and thirty-eight cents, he had spent fifty-three thousand one hundred and sixty-three dollars and sixty-seven cents more than he had made, and as he had no other moneys except what he had from his wife or made in his business, this amount must have been expended out of her money.

On the 31st day of December, 1879, as appears by Defendants N. Y. 10 trial balance (p. 286), the firm of J. C. Schrader & Co. were indebted to Albert J. Graeffe in the sum of forty thousand three hundred and forty-five dollars and forty-seven cents; this money was money that he had loaned them and he says was his wife's money (p. 54). This sum added to the ex-

cesses of his expenditures over his profits makes ninety-three thousand five hundred and nine dollars and fourteen cents of his wife's money which he had, up to the 31st day of December, 1879, expended.

According to Schedule B of Complainants' N. Y. G., Albert J. Graeffe up to the 31st day of December, 1879, had realized from his wife's property one hundred and two thousand one hundred and sixty-five dollars and seventy-one cents, and had expended for her account eight thousand seven hundred and twenty-eight dollars and ninety-eight cents, leaving a balance unaccounted for of ninety-three thousand four hundred and thirty-six dollars and seventy-three cents. The disposition of this money fully appears in the amount he had as above shown expended for his living, and the moneys he had loaned to Schrader & Co.; and, inasmuch as according to this schedule the entire amount of his wife's property received by him was one hundred and ten thousand nine hundred and forty-five dollars and thirty-one cents, subtracting from this amount one hundred and two thousand one hundred and sixty-five dollars and seventy-one cents received prior to December 31, 1879, as above shown, there remains but eight thousand seven hundred and seventy-nine dollars and sixty-one cents possible for him to have received afterwards.

Schedule C of Appellants' N. Y. G. differs slightly from Schedule B, but produces the same result. According to this schedule (p. 279 *et seq.*) up to the 31st day of December, 1879, Graeffe had received from property of his wife one hundred and six thousand nine hundred and eighty dollars and sixty-eight cents, and had paid to her for her account thirteen thousand five hundred and forty-three dollars and ninety-five cents, leaving a balance of moneys received for her account of ninety-three thousand four hundred and thirty-six dollars and seventy-three cents. According to this schedule his total receipt of his wife's property aggregated one hundred and fifteen thousand seven hundred and sixty dollars and twenty-eight cents, for which, taking

that received up to the 31st of December, 1880, to wit, one hundred and six thousand nine hundred and eighty dollars and sixty-eight cents, leaves a balance of eight thousand seven hundred and seventy-nine dollars and sixty cents possible to be received thereafter.

(b) Of the eight or nine thousand dollars of Mrs. Graeffe's money received by A. J. Graeffe subsequent to December 31, 1879, it appears that none was specifically applied to the purchase or improvement of the property in question.

Graeffe testifies (p. 70) that no money appears on his books which did not go into his general cash. The charge against his personal (or private) account (p. 240, *et seq.*) Complainants' N. Y. D. are all "to cash." They therefore represent moneys paid to or for him out of his general business cash.

The first payment on account of the property in question was $4,000 on March 16th, 1880. It was charged against his personal account on his books (Defts.', N. Y. 3, pp. 195, 196). It was, therefore, paid out of his general cash. No such sum of money was on or about that date received as the proceeds of any of his wife's securities (Complainants' N. Y. G., Sched. B, p. 270). Graeffe (p. 137) undertook to swear that at the time the check was mailed his account was overdrawn nearly $6,000, and that before its return his account was made good by the deposit of a check from Vermilye & Co. for about $7,000 for moneys of his wife in their hands. On his cross-examination (p. 139) he was forced to admit that on the 13th October, 1879, he paid Vermilye & Co. $1,500, which appears (Complainants' N. Y. D., p. 243) charged against his personal account; that on the 20th December, 1879, he paid them $2,000, which also appears charged against his personal account (p. 244), and that on February 12th, 1880, he paid them $2,000, which also appears charged against his personal account (p. 244); that these payments of $4,500 were deposits of margin on a stock speculation of his own, and that the check of $6,942.13

was given him on the close of that transaction; that the money was his and not his wife's is evident from the fact that the margins deposited nowhere appear on his books or in Exhibit G as charges against her, the entry to credit of loan account was, therefore, a false entry, his testimony that the money was his wife's is false, and it is demonstrated that this payment on account of the premises was not made with his wife's money.

The next payments on account of the premises in question were to the Clapps, March 23d and April 1st, 1880 (p. 138); these two payments were charged against A. J. Graeffe's private account (p. 217) under date of April 1, 1880 (p. 245). They were made, therefore, out of his general cash. His statement, therefore, that the money came from a check of Geo. W. Ballou & Co. (p. 138) for $1,002.15, which was received by him March 19, 1880 (Complts'. N. Y. G., p. 277) cannot in a legal sense or any proper sense be true, as that money, if it went into his general cash at all, was mixed with moneys of his own, his daily cash balances in bank varying from $1,633.45 on March 19th to $2,219.39 on the 20th, $8,629.36 on the 21st, $4,229.39 on the 23d, and $9,731.19 on the 29th, and $6,742.04 on April 1st (Defts'. N. Y. 2, pp. 172, 173).

Mutatis mutandis the same is true as to the payment of $1,300 to Dutee Arnold (p. 138) May 25, 1880, charged to A. J. Graeffe's private account (p. 218) June 1, 1880 (p. 246). The check of $1,774.23 received from Ammidoun May 15, 1880, was, when deposited, merged in the large balance standing to Graeffe's credit in the bank from May 15 to May 25 (Defts'. N. Y. 2, pp. 178, 179.)

There is no pretense that the improvements costing some $43,000 were paid out of Mrs. Graeffe's money, and manifestly that sum could not have been paid out of the remaining $9,000 of her fortune.

(*c*) In February, 1881, A. J. Graeffe paid to his wife

in cash more money than he had received from her property since the 31st day of December, 1879.

According to Complainants' N. Y. G. as above shown, Graeffe, after December 31, 1879, received of his wife's money eighty-seven hundred and seventy-nine dollars and sixty cents, and according to the same exhibit (pp. 278, 283) he paid to her in February, 1881, in cash nine thousand five hundred dollars.

(*d*) On or about the 28th of February, 1881, A. J. J. Graeffe transferred to William H. Garner merchandise of the value of between forty-three and forty-four thousand dollars, which had been on that day transferred to him by the American Mills Company in a partial settlement of a pretended balance of account due from them to him.

Personal property was transferred by the American Mills Company to Albert J. Graeffe in the latter part February (p. 45).

At page 75 Graeffe testifies that certain items there mentioned and which are included in Schedule B. N. Y. G. (p. 278) were all the payments made by him to his wife on account of her property excepting the payment which was made by the transfer to her of the goods of which a bill of sale was made to him by the American Mills Company, and a transfer of this real estate, and again, at pages 75 and 76, that, at the date of his testifying, his wife's property consisted "simply in the proceeds of the merchandise transferred to her by him about February 28th, 1891, and the real estate which forms the subject of this action." Mrs. Graeffe testifies, at page 85, that at the time of the transfer to her, through her brother, of the real estate in question there was also some goods transferred to him for her account. In the account of the American Mills Company (Ex. N. Y. 1, p. 150), under date February 28th, appears a credit to the American Mills Company for merchandise of fifty-five thousand eight hundred and ninety-two dollars and forty-six cents.

According to Ex. N. Y. G. (p. 278), on the 26th of

February, 1881, the balance of Mrs. Graeffe's property received by her husband, over and above payments made by him to her or for her account, was one hundred and nine thousand three hundred and thirty-seven dollars and sixteen cents. The consideration for the conveyance from Graeffe to Garner is stated in the deed to have been forty-eight thousand nine hundred and ten dollars and ninety-four cents (p. 7), and is said to have represented the actual cost of the property and its improvements (pp. 49 and 138). A. J. Graeffe still pretends to owe his wife a balance of some seventeen or eighteen thousand dollars. This balance added to the consideration named in the deed makes sixty-five thousand nine hundred and ten dollars and ninety-four cents, which amount deducted from the balance in Ex. G, Schedule B, as above, leaves forty-three thousand four hundred and twenty-six dollars and twenty-two cents as the value of merchandise turned over to Mrs. Graeffe simultaneously with the conveyance to Garner of the real property in question.

(*e*) On the 28th of February, 1881, the American Mills Company were not indebted to Albert J. Graeffe in any sum whatever, but on the contrary Albert J. Graeffe was indebted to them in the sum of over fifty-seven hundred dollars.

This appears from an examination of defendants' N. Y. 1 (pp. 144 *et seq.*), being the account of the American Mills Company in A. J. Graeffe's books. It appears from Graeffe's testimony (pp. 63–70) that out of seventy-five thousand dollars of the American Mills Company's drafts drawn upon and accepted by him, only numbers one, two, four, five, six and twenty-one hundred and ninety, aggregating a little more than seventeen thousand dollars, have ever been paid; all these drafts, however, were charged at their face value against the American Mills Company in this account. It is apparent that the American Mills Company was not indebted to Graeffe for the amount of these drafts

until they had been paid. If it was indebted to any one, it was indebted to the holders of the drafts.

The total of the unpaid drafts charged against the Mills Company in this account amounts to fifty-six thousand one hundred dollars. The total debit against the company on the 28th of February, 1881, in this account (p. 151) was sixty-six thousand three hundred and twenty-one dollars and ninety-two cents; this amount includes an item, the last but two, for "commissions and cartage," of forty-two hundred and nine dollars and fifty-three cents, of which (p. 236) seventeen dollars and a half are for cartage and the balance of forty-one hundred and ninety-one dollars and ninety-three cents is a commission of seven and a half per cent. on the sale of fifty-five thousand eight hundred and ninety-two dollars and forty-six cents of merchandise credited to the company on the same day.

This credit to the company, however, includes the forty-three thousand and odd dollars of merchandise transferred to him on that day and which he transferred to his wife, upon which it is needless to say he is not entitled to a commission, especially if the goods were wrongfully obtained by him from the company.

The goods transferred to his wife, as we have seen, certainly amounted to forty-three thousand four hundred and twenty-six dollars; seven and a half per cent. commission upon this sum is thirty-two hundred and fifty-six dollars and ninety-five cents, which must be deducted from the entry, commissions and charges of February 28th, and will leave the debit footing against the American Mills Company on that day sixty-three thousand and sixty-four dollars and ninety-seven cents. From this amount is to be deducted also the amount of the unpaid acceptances, namely, fifty-six thousand one hundred dollars, which will leave the debit footing against the American Mills Company on the 28th of February, 1881, in Graeffe's books, properly, sixty-nine hundred and sixty-four dollars and ninety-seven cents. From the credit footing, on page 150, of fifty-six thousand

one hundred and seventy dollars and sixty-four cents must also be deducted the value of the merchandise transferred to his wife which is included in the credit of February 28th, namely, forty-three thousand four hundred and twenty-six dollars, which will leave the credit footing of the American Mills Company's account with Graeffe twelve thousand seven hundred and forty-four dollars and sixty-four cents; and it then appears that, instead of being indebted to Graeffe on that day, the American Mills Company was his creditor to the amount of fifty-seven hundred and sixty-nine dollars and sixty-seven cents.

(f) The money with which Graeffe paid for the real estate in question he obtained in large part by procuring the discount of drafts drawn upon him by J. C. Schrader & Co., which he accepted, which drafts when due were paid out of the proceeds of drafts of the American Mills Company upon him, accepted and discounted by him for his own benefit.

At pages 63 to 70 Graeffe testifies with reference to each particular draft drawn upon him by the American Mills Company. In the light of this testimony an examination of Defendant's N. Y. 9 (p. 219), Bills Payable Account, discloses this fact: that wherever Graeffe accepted a draft for the American Mills Company of which they received the benefit, that draft appears on the credit side of bills payable account, as a debit to the American Mills Company, and that whenever Graeffe procured a discount of a draft upon him by the American Mills Company for his own benefit, use and accommodation, that draft appears on the credit side of bills payable account as a charge to "sundries." This is true invariably with a single exception, that of Draft No. 2163, December 2, 1880, which evidently by an error of the bookkeeper is charged on the credit side of bills payable account to sundries, while it should have been charged to the American Mills Company, as appears by Defendant's N. Y. 1 (p. 147), where that

draft appears as a debit in the American Mills Company's account.

At page 76 we have a statement by Graeffe in detail of the drafts of J. C. Schrader & Co., paid by him after September 1st, 1880, and we find by a comparison of this list with defendant's N. Y. 9 (pp. 219, 220) that of the drafts specified by Graeffe at page 76, forty-four thousand dollars appear in bills payable account N. Y. 9, as a charge to sundries, and fifty-two thousand nine hundred and three dollars appear as charges to J. C. Schrader & Co. Forty-four thousand dollars of these drafts, therefore, were discounted by Graeffe for his own accommodation, commencing, as appears by bills payable account (p. 221), on the 24th of June, 1880, with No. 2116 for four thousand dollars.

Graeffe testifies at page 63 that it was understood and arranged between him and the American Mills Company that they should, as a matter of accommodation, let him use their endorsed drafts to meet *maturing obligations*. He endeavors to make it appear that these maturing obligations were obligations of the American Mills Company, but inasmuch as the first draft of the American Mills Company upon him was dated on the 30th of August, 1880, at four months, not maturing, therefore, until the 2d of January, 1881, and inasmuch as it appears by his own testimony that out of a total of thirty-seven thousand dollars of the Americans Mills Company's drafts discounted by him for his own benefit, twenty-four thousand five hundred dollars were discounted, and the avails received by him before the maturity of their first draft on him (Ex. N. Y. 9, p. 223). It is quite evident that the maturing obligations which he met with the avails of the American Mills Company's drafts discounted for his accommodation, were not those of the American Mills Company, but were those of J. C. Schrader & Co., which appear by his bills payable account (Ex. N. Y. 9) to have been the only maturing obligations which he had.

The singular approximation of the amount of J. C.

Schrader & Co.'s drafts thus discounted by Graeffe for his own accommodation, to wit, forty-four thousand dollars, with the cost of this real estate and improvements on it, to wit, forty-eight thousand nine hundred and ten dollars, affords convincing proof that it was from the proceeds of these drafts that the real estate, &c., was paid for.

POINTS.

First. The decree dismissing the original bill was correct.

(a) It is a familiar principle of equity that the complainant to recover must recover "*secundum allegata et probata*," to which no authority need be cited.

(b) The bill proceeds solely on the theory of a trust in A. J. Graeffe for his wife's benefit, and the consequent validity of the conveyance to her. Its allegations in this behalf are as follows:

1. That in 1879 and 1880 A. J. Graeffe had no property of his own.

This is true.

2. That Mary J. Graeffe was possessed of considerable property in her own right.

This, as we have already seen, had been true, but at the time of the transaction in question was not true.

3. That Albert J. Graeffe was then the agent and trustee of his wife, and had the care, custody and management of her property.

That he had had the care, custody and management of her property, and still had the care, custody and management of what was left of it, is true. That in so far as he dealt or had dealt with it, he acted as her agent may be true. That he was, in any sense, her trustee is not true; there is no proof in that behalf.

4. That Mary J. Graeffe expressly directed that the title to this property should be taken in her own name.

As to this there is an utter failure of proof. At page 47 counsel tried to draw Graeffe into testifying to that effect without success. Mrs. Graeffe, at page 83, falls far short of substantiating this allegation.

5. That A. J. Graeffe paid for the property out of money belonging to his wife, which he had in his hands and possession, as her agent and trustee.

As we have already seen, the proof negatives this allegation.

6. That A. J. Graeffe expended large sums of his wife's money in improving the property, and

7. That every dollar of the forty-eight thousand nine hundred and ten dollars and ninety-four cents paid for the property was money that belonged to Mrs. Graeffe, which A. J. Graeffe had in his hands and possession to take charge of and manage for his wife.

It has been already demonstrated that neither of these allegations are true.

8. That, in the purchase and improvement of this property, Albert J. Graeffe was merely the agent of his wife.

There is an entire absence of evidence to substantiate this allegation. The proof is to the contrary. The property purchased was taken up on A. J. Graeffe's business books in the usual way (Ex. N. Y. 3, p. 195). The money that was paid for it was paid out of A. J. Graeffe's general cash. The title was in A. J. Graeffe. The lease was made by A. J. Graeffe. A. J. Graeffe, in writing (p. 50), insisted on having bills for improvement and construction on that property made out to himself. As late as February 28, 1881, he tried to get a loan on it (p. 87).

9. That Mary J. Graeffe was rightfully entitled to this property as her sole and separate property.

This is at most a deduction of law from allegations previously made which we have shown not to be true.

(c) As on no other theory than that of the existence

of a trust in Albert J. Graeffe is the validity of the conveyance to Mrs. Graeffe pretended in the bill, having failed in establishing the trust the bill must fail.

It is true that in the answer to the cross-bill the complainants in the original bill have shifted their ground and claim that Graeffe was a debtor to his wife and that the conveyance to her was a conveyance in payment of the debt owing from him to her, and that in thus preferring one creditor over another Graeffe simply did that which the law permitted him to do. It is respectfully submitted, however, that in so far as the affirmative relief sought by the bill is concerned, this allegation, even if true, would be of no avail since nothing of the kind is alleged in the bill.

(d) But were this otherwise, and were it proved that Mrs. Graeffe's money had been invested in this estate in such way as to be within the allegations of this bill, it would furnish no ground for relief upon it, for:

1. It is well settled that where a wife permits her money or property to pass into her husband's hands and possession to manage as he sees fit, without any promise by him to repay it, it neither becomes impressed with a trust in her favor, nor does she become his creditor in respect of it so as to justify and sustain as against his general creditors a conveyance by him to her upon the eve of his insolvency, in alleged repayment of it.

Humes vs. Scruggs, 94 U. S., 22.
Wortman vs. Price, 47 Ill., 22.
Wilson vs. Loomis, 55 Ill., 352.
Patton vs. Gates, 67 Ill., 164.
Hockett vs. Bailey, 86 Ill., 74.
Miller vs. Paine, 4 Brad. (Ill. Ct. App.), 112.
Grover, &c. Sew. Machine Co. vs. Radcliffe, 63 Md., 496.
Jenkins vs. Middleton, Md., 9 Cen. Rep., 542.
Besson vs. Eviland, 26 N. Jer. Eq., 468.
Roy vs. McPherson, 11 Neb., 197.

2. It being admitted (pp. 114, &c.) that this estate in question was purchased with Mrs. Graeffe's full knowledge and consent at the time, for the purpose of enabling her husband to carry on business upon and with it, and that she learned as early as August, 1881, that the title stood in his name, but allowed it so to remain, and these debts to be contracted in that business until he became utterly insolvent, she is estopped from now claiming the estate as against these creditors. Their equities are superior to hers.

Sexton vs. Wheaton, 8 Wheat., MARSHALL, C. J., 240.
Coates vs. Garlack, 43 Penn. St., 43 (46, 47).
Spaulding vs. Drew, 55 Vt., 253.
Knowlton vs. Mish, 17 Fed. Rep., 198.

Second. The decree in favor of the complainants in the cross-bill is also correct and should stand.

The allegations in the cross-bill are sufficient to entitle the complainants therein to the relief demanded, and they have been either admitted or proved.

There is no controversy as to the truth of the allegations in that bill as to the purchase by Graeffe of the premises in question, nor as to what the premises were, nor as to the improvements upon the premises, nor the cost of the lands and improvements, nor as to the conversion of the firm of J. C. Schrader & Co. into the American Mills Company and the issue of that company's stock, nor as to the amount of its stock issued, and that the fifty thousand dollars of its stock issued to A. J. Graeffe was issued in payment of Mrs. Graeffe's money loaned the firm, nor that Graeffe was a trustee and the treasurer of the company and its selling agent, nor that Graeffe leased and rented the premises in question to the American Mills Company, nor as to the amount of the American Mills Company's goods re-

ceived by Graeffe, nor as to the amount of drafts drawn upon Graeffe by the Mills Company, accepted by him and discounted, but which are unpaid; nor as to the amount of drafts of the American Mills Company upon him which Graeffe accepted and procured the discount of for his own use, and which have not been paid, nor that Graeffe executed a deed to Garner, and Garner a deed to Mrs. Graeffe for the premises in question, nor as to the issue and levy of the attachment, the entry of the judgment, the sale under execution and the conveyance by the Sheriff set forth in the bill.

The only matters put in issue by the answer appear to be Graeffe's insolvency at the time of his conveyance to Garner, his intention to defraud his creditors by the conveyance of his real estate and the transfer of the goods received from the American Mills Company to his wife, the fraudulent procurement of the transfer by the American Mills Company to him of merchandise on the 28th of February and the fact that Graeffe has received from Garner for his wife's account the proceeds of the merchandise transferred to her.

1. Graeffe was insolvent at the time of his conveyance to Garner on the first day of March, 1881.

Mrs. Graeffe testifies (p. 83) that after August, 1880, she never spoke to her husband of the title to the property "until he was about to fail." Edward L. Graeffe testifies (p. 43) that when he was in New York, which was the third of March, 1881, his brother told him he had made an assignment. Graeffe testifies that draft No. 7, dated October 28th, matured on the day of his suspension (p. 65), as this was a four months' draft matured on the 3d of March, and on that day he suspended payment. It appears also from Graeffe's testimony (pp. 63 to 70) that there are present outstanding, aside from other debts, eighty-nine thousand dollars of unpaid drafts on which he was liable on the 28th of February. It is difficult to perceive in view of these facts how his insolvency on the 1st of March

could have been denied. That he was insolvent as alleged in the cross-bill on that day is beyond the possibility of doubt.

2. The transfer of real estate in question by Graeffe through Garner to his wife was without consideration, in contemplation of insolvency, and was and is fraudulent and void as to his creditors, and as to the complainants in the cross-bill claiming under them.

According to Ex. N. Y. G., Schedule B (p. 278), the total amount of money received by Graeffe from his wife's property was one hundred and ten thousand nine hundred and forty-five dollars and thirty-one cents; to this he proceeds to add twenty-four thousand five hundred and sixty-six dollars and seventy-five cents as interest on the various sums of hers which he had received. Inasmuch as he had supported her and furnished her spending money since their marriage, for none of which was she charged, it would be manifestly inequitable to allow him to add interest on her moneys in his hands to her principal, and claim to be her debtor for the whole amount, while, as we have already seen, he had been living in a style and at an expense utterly beyond his own means.

This is especially so when we consider the fact that immediately upon the receipt by Mr. Graeffe of his wife's inheritance their expenses of living largely increased. Upon an examination of complainants' N. Y. D. (p. 240) and its continuation, N. Y. E. (p. 247), which two exhibits represents "family expenses, personal expenses, money taken out of the business" (p. 123), we see that during the six months ending December 31st, 1877, the complainants expended for living expenses less than four thousand dollars, but that thereafter their expenses largely increased, being for the next six months eleven thousand three hundred and eighty-two dollars, for the succeeding six months eighty-eight hundred dollars, for the six months ending June 30th, 1879, eighteen thousand dollars, for the six

months ending December 31st, 1879, thirty thousand and twenty-eight dollars, for the six months ending June 30th, 1880, eleven thousand three hundred and thirty-eight dollars, and for the six months ending December 31st, 1880, eleven thousand two hundred and twenty-seven dollars.

It also appears from complainants' N. Y. G. (p. 264). Schedule B (p. 270), that it was during the year 1877 that Mrs. Graeffe's property was received from her uncle's administrator. It must, therefore, be necessarily inferred that this increase in their personal expenditures was made with her sanction and with the understanding that her income was to be used to defray it. The item of interest, therefore, should be eliminated from this account.

In the list of payments to her or for her account, on the same page (278) is an item of fourteen hundred and ninety-two dollars and sixty-four cents for interest on the several items of payments. This also should be disregarded and the balance owing from Graeffe to his wife would then be, according to his own statement, on the 26th of February, 1881, eighty-six thousand two hundred and sixty-three dollars and five cents.

Mrs. Graeffe entrusted her property and its management to her husband without question to deal with as he saw fit (p. 84). Fifty thousand dollars of her money he says he loaned to J. C. Schrader & Co. (p. 54), and in payment of that loan he accepted stock of the American Mills Company; this nowhere appears in his Exhibit N. Y. G. as it should, because if, as her agent entrusted with the management of her property, in his discretion he accepted property in payment of her money loaned, the property was hers, for which there could be no indebtedness from him to her. And when the enterprise in which he had invested the money failed, it cannot be permitted that he shall protect her against loss with all the property of the concern in which she was a stockholder, and a part of his own, and leave the *bona fide* creditors without resource

for their debts. Deducting this fifty thousand dollars, therefore, from the moneys actually owing from Graeffe to his wife, according to his own statement, and we have a balance of thirty-six thousand two hundred and sixty-three dollars and five cents as the maximum sum which, under any construction of their relations and transactions he could be said to owe her. But as we have seen, on the 28th of February he turned over to her, besides the real estate forming the subject of this action, over forty-three thousand dollars of personal property. The necessary result is that the conveyance of this real property was utterly without consideration in law or in morals. It must therefore be deemed to have been fraudulently made as against Graeffe's creditors.

3. Graeffe intended to defraud his creditors by the conveyance of this property to his wife.

A man is conclusively presumed to intend the natural and inevitable consequence of his own acts. If we have succeeded in demonstrating, as it appears to us we have, that by the transfer to her forty-three thousand dollars' worth of merchandise obtained by him from the American Mills Company, and accepted by her, as the answer to the cross-bill alleges, *pro tanto* as payment on account of indebtedness, Graeffe actually overpaid his wife by some thousands of dollars all the moneys which he can be in any way said to have owed her at that time. The inevitable result of transferring to her also this real estate (unless the conveyance should be set aside) would be to defraud his rightful creditors.

Trust Co. vs. Sedgwick, 97 U. S., 304.

He cannot be heard, nor can his wife be heard, to say that such was not his intention; at any rate, to the effect of maintaining the conveyance so executed.

4. One further point suggests itself in this behalf. If upon any theory it can be maintained that in respect of any moneys of hers in his hands Graeffe was trustee for his wife, then, it would necessarily follow that, in respect of her entire fortune, which he had received, in his hands, he was her trustee and her agent. It would follow, then, that in his dealings with her money he was acting as her agent. That his dealings were her dealings. That she was the principal, he the instrument. And that the business carried on by him with her money, and which he could not have carried on but for her money, was her business, that the profits arising from it were her profits, and that the losses resulting were her losses.

Smith vs. Kennedy, 13 Hun, 10.

And as a corollary from this proposition it would follow that Mrs. Graeffe, as an undisclosed principal, was liable to the business creditors of her husband, who was merely her agent for the transaction of the business. And the result of this would be that her property is responsible for her debts, and, therefore, the title had passed out of her by the levy and sale under execution.

Certainly if the effect of putting the title in her name upon the eve of his insolvency was to place the estate beyond the reach of the creditors, or tended to hinder and embarrass them in reaching it, the conveyance to her was void, and equity will not aid her to set it up against them.

If the suggestion be made that under the laws of Rhode Island a married woman may not "transact business as a trader," the reply is:

(a) That there is nothing in the case to bring it within this prohibition. All the business in Rhode Island was carried on by the corporation, the American Mills Company, and all the business carried on by the Graeffes, out of which the indebtedness involved in this

case arose, was carried on in New York, of which State both Mr. and Mrs. Graeffe were citizens and residents.

(b) That, inasmuch as the debt on which the defendants' title rests was contracted in New York between citizens and residents of New York, and was payable in New York, and inasmuch as, under the laws of New York, a married woman may carry on business as if she were a *femme sole*, either personally or by an agent, and her individual property is in that case liable for her business debts (Smith vs. Kennedy, *supra;* Bodine vs. Killeen, 53 N. Y., 93), it follows that, as between her and her creditors, so far as their rights and remedies are concerned, the laws of New York must prevail.

Owings vs. Hull, 9 Peters, 607.
Suydam vs. Broadnax, 14 Peters, 67.
Union Bank vs. Vaiden, 18 How., 502.
Watson vs. Tarpley, 18 How., 517.

Certainly no Federal court of equity should so hold as to render it possible for a person whose whole property is liable for the satisfaction of the claims of her creditors in the place of her domicile to defeat her creditors and retain her property to her own use in fraud of their rights, by simply converting it into money and investing it in real estate in Rhode Island, and this, too, when in Rhode Island a married woman's separate equitable estate is liable for her general indebtedness.

Elliott vs. Gower, 12 R. I., 79.

5. It is evidently true that Graffe has received from Garner for his wife's account proceeds of the merchandise transferred to her.

The allegation of the cross-bill in this regard (p. 299) is met by a guarded denial in the answer (p. 305). It is apparent by the answer that these goods were transferred to Garner, who received them on behalf of Mrs. Graeffe, and that as between Graeffe, Garner and Mrs. Graeffe the goods in Graeffe's hands were Mrs. Graeffe's